

B.0 SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

(X) B.1 SERVICES DRMS (MAR 1993)

The contractor shall provide all nonpersonal services necessary for the disposal of the items listed on the schedule in accordance with all the terms and conditions of this contract.

(X) B.2 BASIC AND OPTION PERIOD PRICING DRMS (MAR 1993)

a. Pages 6 through 13 are the estimated generations for the 18-month base period. Pages 14 through 21 are the estimated generations for the first 12-month option period. Pages 22 through 29 are the estimated generations for the second 12-month option period. Pages 30 through 37 are the estimated generations for the third 12-month option period.

b. For evaluation purposes, the following is to be completed:

(1) Total estimated price, 18-month base period \$ _____
from page 13 of 13.

(2) Total estimated price, first 12-month option period \$ _____
from page 21 of 21.

(3) Total estimated price, second 12-month option period \$ _____
from page 29 of 29.

(4) Total estimated price, third 12-month option period \$ _____
from page 37 of 37.

(5) Total estimated price for evaluation purposes \$ _____
(add lines (1), (2), (3), and (4)).

(X) B.3 EXTENSION OF SERVICES WITHOUT INCREASED PRICING (DRMS 1996)

If Clause F.10, Extension of Services, is exercised by modification, _____
agrees to extend the same prices as those listed in the bid schedule and in effect as of the date of
issuance of the modification exercising the extension. *{Enter your firm's name.}*

(X) B.4 BASIC AND OPTION PERIOD UNIT PRICING DRMS (AUG 1997)

Offerors are cautioned against offering more than one price, a range of prices, or a "split bid" with respect to any contract line item and are advised that, for purposes of this procurement, DRMS will consider any such method of pricing to be a material deviation from the bid schedule and/or a non-conforming proposal that will be excluded from further consideration. Offerors must list only one price for any individual CLIN in any single contract period. If properly marked as an "Alternate Proposal" in accordance with L.54, any such proposal (i.e., one that

B.4 Cont'd....

splits bids or otherwise offered more than one price for a single contract Line item) may be considered in accordance with the terms of that provision.

**NORFOLK/WILLIAMSBURG
PICK UP LOCATIONS**

DRMO NORFOLK LOCATIONS:

PICK UP LOC. NUMBER

DRMO Norfolk 1
Mike Sawyer
Brendette Hayden
757/444-5198
DSN: 564-5198

USCG Integrated Support Command 2
4000 Coast Guard Blvd.
Portsmouth, VA 23703
EPA# VA4690320235

Norfolk Naval Shipyard 3
Code 106.3, Building M-22
Portsmouth, VA 23709
EPA# VA1170024813

Norfolk Naval Shipyard 4
St. Julien's Creek Annex
EPA# VA5170000181

Norfolk Naval Shipyard 5
South Gate Annex
EPA# VA9170090022

Directorate of Public Works 6
Department of the Army
ATTN: ATZG-WE, Bldg., 28
Fort Monroe, VA 23651
EPA# VA5210020603

NASA Goddard Space Flight Center 7
Wallops Island Flight Facility
Wallops Island, VA 23337
EPA# VA8800010763

DRMO WILLIAMSBURG LOCATIONS:

DRMO Williamsburg 8
James Garner
804/887-7261/7264
DSN: 953-7164

**NORFOLK/WILLIAMSBURG
PICK UP LOCATIONS**

USCG RESTRACEN 9
Safety Office
Yorktown, VA 23690-5000
EPA# VA6690313055

DRMO WILLIAMSBURG LOCATIONS:

Langley AFB 10
209 Thornell Avenue
Hampton, VA 23665-2775
EPA# VA4570024477

Fleet & Industrial Supply Center 11
108 Sanda Avenue
Williamsburg, VA 23185
EPA# VA3170024605

Naval Weapons Station Yorktown 12
P. O. Drawer 160, Code 09E
Yorktown, VA 23691-0160
EPA# VA8170024170

Ft. Eustis 13
Hazardous Waste Accumulation Facility
US Army Transportation Center
ATTN: ATZF-PWE, Bldg. 1407
Fort Eustis, VA 23604-5332
EPA# VA8213720321

**DRMOs NORFOLK\WILLIAMSBURG
18-MONTH BASE PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6600	TCLP Analysis, D001-43, See C.47	83	ea		
6604	Prepare Waste Profile Sheets, See C.48	375	ea		
6605ZA	Provide and prepare Lab Packs, consisting of small quantity chemical items, 85 gallon drum, See C.52	8	ea		
6605ZB	Provide and prepare Lab Packs, consisting of small quantity chemical items, 55 gallon drum, See C.52	20	ea		
6605ZC	Provide and prepare Lab Packs, consisting of small quantity chemical items, 30 gallon drum, See C.52	17	ea		
6605ZD	Provide and prepare Lab Packs, consisting of small quantity chemical items, 25 gallon drum, See C.52	165	ea		
6605ZE	Provide and prepare Lab Packs, consisting of small quantity chemical items, 20 gallon drum, See C.52	167	ea		
6608	Perform appropriate analysis to properly identify material and complete waste profile forms, See C.49	23	ea		
6609	Perform Management Services, may include (but not limited to) waste identification, weighing, provide/prepare labels, lab packing, overpacking and marking. See C.76	1,500	hrs		
6610	Transportation costs for movement of material, See C.78	38	ea		
6611AA	Expedited Removal charges (15 days) See C.51	15	ea		
6611BB	Expedited Removal charges (7 days) See C.51	9	ea		
6611CC	Expedited Removal charges (3 days) See C.51	6	ea		

**DRMOs NORFOLK\WILLIAMSBURG
18-MONTH BASE PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6611DD	Expedited Performance charges (7 days) See C.51	9	ea		
6611EE	Expedited Performance charges (3 days) See C.51	6	ea		
6613AA	Cleaning/Service charges - portable metal/poly tanks, See C.46	460	hrs		
6613BB	Cleaning/Service charges - oil/water separators, See C.46	600	hrs		
6613CC	Cleaning/Service charges - above ground storage tanks, See C.46	80	hrs		
6613DD	Cleaning/Service charges - barges, See C.46	1,800	hrs		
6613EE	Cleaning/Service charges - railcar above ground tanks, See C.46	1,800	hrs		
6613DM	Cleaning/Service charges - dumpsters, See C.81	36	ea		
6613HL	Cleaning/Service charges - large hazardous containers (>30 gallons) See C.79	450	ea		
6613HM	Cleaning/Service charges - medium hazardous containers (5 - 30 gallons) See C.79	4,500	ea		
6613HS	Cleaning/Service charges - small hazardous containers (<5 gallons) See C.79	6,000	ea		
6615BB	Provide storage containers - 15 cubic yard, See C.50 & C.82	9	ea		
6615BX	Provide storage containers - 15 cubic yard (30 day rental) See C.50 & C.82	18	ea		
6615CC	Provide storage containers - 20 cubic yard, See C.50 & C.82	161	ea		
6615CX	Provide storage containers - 20 cubic yard (30 day rental) See C.50 & C.82	327	ea		
6615YY	Replace Existing Rolloff, See C.50	200	ea		
6615ZA	Packaging, 85 gallon drum, See C.19	15	ea		
6615ZB	Packaging, 55 gallon drum, See C.19	25	ea		

**DRMOs NORFOLK\WILLIAMSBURG
18-MONTH BASE PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6615ZC	Packaging, 30 gallon drum, See C.19	15	ea		
6615ZH	Packaging, 5 gallon drum, See C.19	20	ea		
6617	Perform Hazardous Characteristics analysis to determine ignitability (D001), corrosivity (D002), reactivity (D003) See C.47	5	ea		
6617AA	Perform Hazardous Characteristics analysis to determine ignitability (D001), corrosivity (D002) See C.47	9	ea		
6617AB	Perform Hazardous Characteristics analysis to determine corrosivity to steel (EPA Method 1110) See C.47	9	ea		
6617AC	Perform Hazardous Characteristics analysis to determine reactivity (D003) See C.47	6	ea		
6619	Perform TCLP (Total Characteristic Leaching Procedures) Metals analysis to determine 8 TCLP metals (D004 - D011) See C.47	20	ea		
6619AE	Perform TCLP Metals analysis for Lead (D008) See C.47	36	ea		
6620	Perform Polychlorinated Biphenyl (PCB) analysis, See C. 47	3	ea		
6621	Perform Organic analysis to determine 26 TCLP volatile and semi-volatile organics (D018 - D043) See C.47	18	ea		
6623	Perform F-series Solvent analysis to determine 30 solvents listed under EPA waste codes F001 - F005 (EPA Methods 8240, 8260, 8270, 8280) See C.47	9	ea		
6630MM	Surcharge for disposal of high level mercury, C.43	3,000	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
18-MONTH BASE PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6635	Perform Cyanides analysis, See C.47	6	ea		
6655	Perform "fingerprint" analysis to determine flashpoint, corrosivity, and specific gravity, See C.47	36	ea		
6660	Perform the following tests: EPA 808 (PCBs); TCLP Metals (8); CCR (CA Code of Regs); TTLC (Total Threshold Limit Concentration) Metals (17). If results of TTLC are 10 times greater than STLC (Soluble Threshold Limit Concentration) then run STLC, See C.47	9	ea		
6664	Perform the following tests: TCLP Metals (8); CCR TTLC Metals (17). If results of TTLC are 10 times greater than STLC, then run STLC, See C.47	9	ea		
6666	Perform analysis to determine cresol (D026) See C.47	2	ea		
6680	Certificates of Disposal/Destruction, See C.70	15	ea		
9100 - 9199 IGNITABLE WASTES (40 CFR 261.21) D001					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9101	Small Containers	182,297	lbs		
9102	Containerized Liquids/Multi-phase	918,548	lbs		
9102RR	Containerized Liquids/Multi-phase (Fuels Blending) See C.53	30,000	lbs		
9104	Containerized Solids	11,402	lbs		
9105	Aerosols	14,658	lbs		
9106	Bulk Liquids (pumpable) See C.77	5,040	lbs		
9107	Bulk Solids	1,553	lbs		
9200 - 9299 CORROSIVE WASTES (40 CFR 261.22) D002					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9201	Small Containers	15,768	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
18-MONTH BASE PERIOD
BID SCHEDULE**

9200 - 9299 CORROSIVE WASTES (40 CFR 261.22) D002					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9202	Containerized Liquids/Multi-phase	140,076	lbs		
9202MM	Containerized Liquids/Multi-phase (high mercury content) See C.43	15,000	lbs		
9204	Containerized Solids	21,939	lbs		
9204NC	Containerized Solids (NiCads) See C.57 & C.68	7,599	lbs		
9205	Aerosols	240	lbs		
9206	Bulk Liquids (pumpable) See C.77	301,455	lbs		
9206RR	Bulk Liquids (pumpable) (Fuels Blending) See C.53 & C.77	135,000	lbs		
9207	Bulk Solids	473	lbs		
9300 - 9399 REACTIVE WASTES (40 CFR 261.23) D003					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9301	Small Containers	7,856	lbs		
9302	Containerized Liquids/Multi-phase	8,250	lbs		
9304	Containerized Solids	73,145	lbs		
9304LS	Containerized Solids (Lithium-Sulfur Batteries) See C.67 & C.68	1,350	lbs		
9305	Aerosols	1,185	lbs		
9400 - 9499 TOXICITY WASTES (40 CFR 261.24) D004					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9401	Small Containers	39,990	lbs		
9402	Containerized Liquids/Multi-phase	236,067	lbs		
9402MM	Containerized Liquids/Multi-phase (high mercury content) See C.43	15,000	lbs		
9404	Containerized Solids	1,201,708	lbs		
9404DE	Containerized Solids (Drums) See C.65	900	lbs		
9404AB	Containerized Solids (Alkaline Batteries) See C.62 & C.68	150	lbs		
9404FL	Containerized Solids (Fluorescent Lights) See C.58	3,360	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
18-MONTH BASE PERIOD
BID SCHEDULE**

9400 - 9499 TOXICITY WASTES (40 CFR 261.24) D004					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9404MG	Containerized Solids (Magnesium Batteries) See C.63 & C.68	300	lbs		
9404MB	Containerized Solids (Mercury Batteries) See C.54 & C.68	300	lbs		
9404MM	Containerized Solids (high mercury content) See C.43	15,000	lbs		
9404NC	Containerized Solids (NiCads) See C.57 & C.68	14,199	lbs		
9406	Bulk Liquids (pumpable) See C.77	900,000	lbs		
9407	Bulk Solids	1,800,000	lbs		
9407BG	Bulk Solids (Blast Grit) See C.82	750,000	lbs		
9500 - 9529 SPENT SOLVENT WASTES (40 CFR 261.31) F001 - 5					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9501	Small Containers	6,801	lbs		
9502	Containerized Liquids/Multi-phase	466,230	lbs		
9504	Containerized Solids	9,000	lbs		
9506	Bulk Liquids (pumpable) See C.77	150,000	lbs		
9530 - 9559 ELECTROPLATING RELATED WASTES (40 CFR 261.31) F006 - 12, 19					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9532	Containerized Liquids/Multi-phase	6,000	lbs		
9534	Containerized Solids	120,000	lbs		
9536	Bulk Liquids (pumpable) See C.77	1,350,000	lbs		
9560 - 9579 DIOXIN RELATED WASTES (40 CFR 261.31) F020 - 23, 26 - 28					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9561	Small Containers	300	lbs		
9562	Containerized Liquids/Multi-phase	300	lbs		
9564	Containerized Solids	300	lbs		
9580 - 9599 LEACHATE WASTES (40 CFR 261.31) F039					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9582	Containerized Liquids/Multi-phase	150	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
18-MONTH BASE PERIOD
BID SCHEDULE**

9700 - 9749 ACUTELY HAZARDOUS WASTES (40 CFR 261.33) P- LISTED					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9701	Small Containers	195	lbs		
9702	Containerized Liquids/Multi-phase	900	lbs		
9704	Containerized Solids	150	lbs		
9705	Aerosols	150	lbs		
9750 - 9799 TOXIC WASTES (40 CFR 261.33) U - LISTED					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9751	Small Containers	5,816	lbs		
9752	Containerized Liquids/Multi-phase	96,578	lbs		
9754	Containerized Solids	1,260	lbs		
9755	Aerosols	890	lbs		
9800 - 9899 STATE REGULATED WASTES					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9801	Small Containers	300	lbs		
9802	Containerized Liquids/Multi-phase	750	lbs		
9804	Containerized Solids	750	lbs		
9805	Aerosols	150	lbs		
9900 - 9999 NON RCRA, NON STATE REGULATED WASTES					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9901	Small Containers	230,075	lbs		
9901LP	Small Containers (Latex Paint) See C.59	9,000	lbs		
9902	Containerized Liquids/Multi-phase	1,867,928	lbs		
9902LP	Containerized Liquids/Multi-phase (Latex Paint) See C.59	9,000	lbs		
9904	Containerized Solids	1,518,759	lbs		
9904LA	Containerized Solids (Lead-acid Batteries) See C.56 & C.68	6,525	lbs		
9905	Aerosols	831	lbs		
9906	Bulk Liquids (pumpable) See C.77	300,000	lbs		
9907	Bulk Solids	112,500	lbs		

DRMOs NORFOLK\WILLIAMSBURG
18-MONTH BASE PERIOD
BID SCHEDULE

9900 - 9999 NON RCRA, NON STATE REGULATED WASTES					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9907BG	Bulk Solids (Blast Grit) See C.82	150,000	lbs		
9907NT	Bulk Solids (non-regulated empty containers) See C.80	150,000	lbs		
9907SD	Bulk Solids (debris) See C.82	150,000	lbs		

TOTAL ESTIMATED PRICE BASE PERIOD \$ _____

**DRMOs NORFOLK\WILLIAMSBURG
FIRST 12-MONTH OPTION PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6600	TCLP Analysis, D001-43, See C.47	54	ea		
6604	Prepare Waste Profile Sheets, See C.48	250	ea		
6605ZA	Provide and prepare Lab Packs, consisting of small quantity chemical items, 85 gallon drum, See C.52	5	ea		
6605ZB	Provide and prepare Lab Packs, consisting of small quantity chemical items, 55 gallon drum, See C.52	13	ea		
6605ZC	Provide and prepare Lab Packs, consisting of small quantity chemical items, 30 gallon drum, See C.52	11	ea		
6605ZD	Provide and prepare Lab Packs, consisting of small quantity chemical items, 25 gallon drum, See C.52	110	ea		
6605ZE	Provide and prepare Lab Packs, consisting of small quantity chemical items, 20 gallon drum, See C.52	111	ea		
6608	Perform appropriate analysis to properly identify material and complete waste profile forms, See C.49	15	ea		
6609	Perform Management Services, may include (but not limited to) waste identification, weighing, provide/prepare labels, lab packing, overpacking and marking. See C.76	1,000	hrs		
6610	Transportation costs for movement of material, See C.78	25	ea		
6611AA	Expedited Removal charges (15 days) See C.51	10	ea		
6611BB	Expedited Removal charges (7 days) See C.51	6	ea		
6611CC	Expedited Removal charges (3 days) See C.51	4	ea		

**DRMOs NORFOLK\WILLIAMSBURG
FIRST 12-MONTH OPTION PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6611DD	Expedited Performance charges (7 days) See C.51	6	ea		
6611EE	Expedited Performance charges (3 days) See C.51	4	ea		
6613AA	Cleaning/Service charges - portable metal/poly tanks, See C.46	300	hrs		
6613BB	Cleaning/Service charges - oil/water separators, See C.46	400	hrs		
6613CC	Cleaning/Service charges - above ground storage tanks, See C.46	160	hrs		
6613DD	Cleaning/Service charges - barges, See C.46	1,200	hrs		
6613EE	Cleaning/Service charges - railcar above ground tanks, See C.46	1,200	hrs		
6613DM	Cleaning/Service charges - dumpsters, See C.81	24	ea		
6613HL	Cleaning/Service charges - large hazardous containers (>30 gallons) See C.79	300	ea		
6613HM	Cleaning/Service charges - medium hazardous containers (5 - 30 gallons) See C.79	3,000	ea		
6613HS	Cleaning/Service charges - small hazardous containers (<5 gallons) See C.79	4,000	ea		
6615BB	Provide storage containers - 15 cubic yard, See C.50 & C.82	6	ea		
6615BX	Provide storage containers - 15 cubic yard (30 day rental) See C.50 & C.82	12	ea		
6615CC	Provide storage containers - 20 cubic yard, See C.50 & C.82	100	ea		
6615CX	Provide storage containers - 20 cubic yard (30 day rental) See C.50 & C.82	200	ea		
6615YY	Replace Existing Rolloff, See C.50	135	ea		
6615ZA	Packaging, 85 gallon drum, See C.19	10	ea		
6615ZB	Packaging, 55 gallon drum, See C.19	17	ea		

**DRMOs NORFOLK\WILLIAMSBURG
FIRST 12-MONTH OPTION PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6615ZC	Packaging, 30 gallon drum, See C.19	10	ea		
6615ZH	Packaging, 5 gallon drum, See C.19	14	ea		
6617	Perform Hazardous Characteristics analysis to determine ignitability (D001), corrosivity (D002), reactivity (D003) See C.47	3	ea		
6617AA	Perform Hazardous Characteristics analysis to determine ignitability (D001), corrosivity (D002) See C.47	6	ea		
6617AB	Perform Hazardous Characteristics analysis to determine corrosivity to steel (EPA Method 1110) See C.47	6	ea		
6617AC	Perform Hazardous Characteristics analysis to determine reactivity, See C.47	4	ea		
6619	Perform TCLP (Total Characteristic Leaching Procedures) Metals analysis to determine 8 TCLP metals (D004 - D011) See C.47	13	ea		
6619AE	Perform TCLP Metals analysis for Lead (D008) See C.47	24	ea		
6620	Perform Polychlorinated Biphenyl (PCB) analysis, See C. 47	2	ea		
6621	Perform Organics analysis to determine 26 TCLP volatile and semi-volatile organics (D018 - D043) See C.47	12	ea		
6623	Perform F-series Solvent analysis to determine 30 solvents listed under EPA waste codes F001 - F005 (EPA Methods 8240, 8260, 8270, 8280) See C.47	6	ea		
6630MM	Surcharge for disposal of high level mercury, C.43	2,000	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
FIRST 12-MONTH OPTION PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6635	Perform Cyanides analysis, See C.47	4	ea		
6655	Perform "fingerprint" analysis to determine flashpoint, corrosivity, and specific gravity, See C.47	24	ea		
6660	Perform the following tests: EPA 808 (PCBs); TCLP Metals (8); CCR (CA Code of Regs); TTLC (Total Threshold Limit Concentration) Metals (17). If results of TTLC are 10 times greater than STLC (Soluble Threshold Limit Concentration) then run STLC, See C.47	6	ea		
6664	Perform the following tests: TCLP Metals (8); CCR TTLC Metals (17). If results of TTLC are 10 times greater than STLC, then run STLC, See C.47	6	ea		
6666	Perform analysis to determine cresol (D026) See C.47	1	ea		
6680	Certificates of Disposal/Destruction, See C.70	10	ea		
9100 - 9799 IGNITABLE WASTES (40CFR 261.21) D001					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9101	Small Containers	121,531	lbs		
9102	Containerized Liquids/Multi-phase	612,365	lbs		
9102RR	Containerized Liquids/Multi-phase (Fuels Blending) See C.53	20,000	lbs		
9104	Containerized Solids	7,601	lbs		
9105	Aerosols	9,772	lbs		
9106	Bulk Liquids (pumpable) See C.77	3,360	lbs		
9107	Bulk Solids	1,035	lbs		
9200 - 9299 CORROSIVE WASTES (40 CFR 261.22) D002					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9201	Small Containers	10,512	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
FIRST 12-MONTH OPTION PERIOD
BID SCHEDULE**

9200 - 9299 CORROSIVE WASTES (40 CFR 261.22) D002					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9202	Containerized Liquids/Multi-phase	93,384	lbs		
9202MM	Containerized Liquids/Multi-phase (high mercury content)	10,000	lbs		
9204	Containerized Solids	14,626	lbs		
9204NC	Containerized Solids (NiCads) See C.57 & C.68	5,066	lbs		
9205	Aerosols	160	lbs		
9206	Bulk Liquids (pumpable) See C.77	200,970	lbs		
9206RR	Bulk Liquids (pumpable) (Fuels Blending) See C.53 & C.77	90,000	lbs		
9207	Bulk Solids	315	lbs		
9300 - 9399 REACTIVE WASTES (40 CFR 261.23) D003					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9301	Small Containers	5,237	lbs		
9302	Containerized Liquids/Multi-phase	5,550	lbs		
9304	Containerized Solids	48,763	lbs		
9304LS	Containerized Solids (Lithium-Sulfur Batteries) See C.67 & C.68	900	lbs		
9305	Aerosols	790	lbs		
9400 - 9499 TOXICITY WASTES (40 CFR 261.24) D004					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9401	Small Containers	26,660	lbs		
9402	Containerized Liquids/Multi-phase	157,378	lbs		
9402MM	Containerized Liquids/Multi-phase (high mercury content)	10,000	lbs		
9404	Containerized Solids	800,706	lbs		
9404DE	Containerized Solids (Drums) See C.65	600	lbs		
9404AB	Containerized Solids (Alkaline Batteries) See C.62 & C.68	100	lbs		
9404FL	Containerized Solids (Fluorescent Lights) See C.58	2,240	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
FIRST 12-MONTH OPTION PERIOD
BID SCHEDULE**

9400 - 9499 TOXICITY WASTES (40 CFR 261.24) D004					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9404MG	Containerized Solids (Magnesium Batteries) See C.63 & C.68	200	lbs		
9404MB	Containerized Solids (Mercury Batteries) See C.54 & C.68	200	lbs		
9404MM	Containerized Solids (high mercury content) See C.43	10,000	lbs		
9404NC	Containerized Solids (NiCads) See C.57 & C.68	9,466	lbs		
9406	Bulk Liquids (pumpable) See C.77	600,000	lbs		
9407	Bulk Solids	1,200,000	lbs		
9407BG	Bulk Solids (Blast Grit) See C.82	500,000	lbs		
9500 - 9529 SPENT SOLVENT WASTES (40 CFR 261.31) F001 - 5					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9501	Small Containers	4,534	lbs		
9502	Containerized Liquids/Multi-phase	310,820	lbs		
9504	Containerized Solids	6,000	lbs		
9506	Bulk Liquids (pumpable) See C.77	100,000	lbs		
9530 - 9559 ELECTROPLATING RELATED WASTES (40 CFR 261.31) F006 - 12, 19					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9532	Containerized Liquids/Multi-phase	4,000	lbs		
9534	Containerized Solids	80,000	lbs		
9536	Bulk Liquids (pumpable) See C.77	900,000	lbs		
9560 - 9579 DIOXIN RELATED WASTES (40 CFR 261.31) F020 - 23, 26 - 28					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9561	Small Containers	200	lbs		
9562	Containerized Liquids/Multi-phase	200	lbs		
9564	Containerized Solids	200	lbs		
9580 - 9599 LEACHATE WASTES (40 CFR 261.31) F039					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9582	Containerized Liquids/Multi-phase	100	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
FIRST 12-MONTH OPTION PERIOD
BID SCHEDULE**

9700 - 9749 ACUTELY HAZARDOUS WASTES (40 CFR 261.33) P- LISTED					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9701	Small Containers	130	lbs		
9702	Containerized Liquids/Multi-phase	600	lbs		
9704	Containerized Solids	100	lbs		
9705	Aerosols	100	lbs		
9750 - 9799 TOXIC WASTES (40 CFR 261.33) U - LISTED					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9751	Small Containers	3,877	lbs		
9752	Containerized Liquids/Multi-phase	64,385	lbs		
9754	Containerized Solids	870	lbs		
9755	Aerosols	593	lbs		
9800 - 9899 STATE REGULATED WASTES					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9801	Small Containers	200	lbs		
9802	Containerized Liquids/Multi-phase	500	lbs		
9804	Containerized Solids	500	lbs		
9805	Aerosols	100	lbs		
9900 - 9999 NON RCRA, NON STATE REGULATED WASTES					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9901	Small Containers	153,383	lbs		
9901LP	Small Containers (Latex Paint) See C.59	6,000	lbs		
9902	Containerized Liquids/Multi-phase	1,245,286	lbs		
9902LP	Containerized Liquids/Multi-phase (Latex Paint) See C.59	6,000	lbs		
9904	Containerized Solids	1,012,506	lbs		
9904LA	Containerized Solids (Lead-acid Batteries) See C.56 & C.68	4,350	lbs		
9905	Aerosols	554	lbs		
9906	Bulk Liquids (pumpable) See C.77	200,000	lbs		
9907	Bulk Solids	75,000	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
FIRST 12-MONTH OPTION PERIOD
BID SCHEDULE**

9900 - 9999 NON RCRA, NON STATE REGULATED WASTES					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9907BG	Bulk Solids (Blast Grit) See C.82	100,000	lbs		
9907NT	Bulk Solids (non-regulated empty containers) See C.80	100,000	lbs		
9907SD	Bulk Solids (debris) See C.82	100,000	lbs		

TOTAL ESTIMATED AMOUNT FIRST OPTION PERIOD \$_____

**DRMOs NORFOLK\WILLIAMSBURG
SECOND 12-MONTH OPTION PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6600	TCLP Analysis, D001-43, See C.47	54	ea		
6604	Prepare Waste Profile Sheets, See C.48	250	ea		
6605ZA	Provide and prepare Lab Packs, consisting of small quantity chemical items, 85 gallon drum, See C.52	5	ea		
6605ZB	Provide and prepare Lab Packs, consisting of small quantity chemical items, 55 gallon drum, See C.52	13	ea		
6605ZC	Provide and prepare Lab Packs, consisting of small quantity chemical items, 30 gallon drum, See C.52	11	ea		
6605ZD	Provide and prepare Lab Packs, consisting of small quantity chemical items, 25 gallon drum, See C.52	110	ea		
6605ZE	Provide and prepare Lab Packs, consisting of small quantity chemical items, 20 gallon drum, See C.52	111	ea		
6608	Perform appropriate analysis to properly identify material and complete waste profile forms, See C.49	15	ea		
6609	Perform Management Services, may include (but not limited to) waste identification, weighing, provide/prepare labels, lab packing, overpacking and marking. See C.76	1,000	hrs		
6610	Transportation costs for movement of material, See C.78	25	ea		
6611AA	Expedited Removal charges (15 days) See C.51	10	ea		
6611BB	Expedited Removal charges (7 days) See C.51	6	ea		
6611CC	Expedited Removal charges (3 days) See C.51	4	ea		

**DRMOs NORFOLK\WILLIAMSBURG
SECOND 12-MONTH OPTION PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6611DD	Expedited Performance charges (7 days) See C.51	6	ea		
6611EE	Expedited Performance charges (3 days) See C.51	4	ea		
6613AA	Cleaning/Service charges - portable metal/poly tanks, See C.46	300	hrs		
6613BB	Cleaning/Service charges - oil/water separators, See C.46	400	hrs		
6613CC	Cleaning/Service charges - above ground storage tanks, See C.46	160	hrs		
6613DD	Cleaning/Service charges - barges, See C.46	1,200	hrs		
6613EE	Cleaning/Service charges - railcar above ground tanks, See C.46	1,200	hrs		
6613DM	Cleaning/Service charges - dumpsters, See C.81	24	ea		
6613HL	Cleaning/Service charges - large hazardous containers (>30 gallons) See C.79	300	ea		
6613HM	Cleaning/Service charges - medium hazardous containers (5 - 30 gallons) See C.79	3,000	ea		
6613HS	Cleaning/Service charges - small hazardous containers (<5 gallons) See C.79	4,000	ea		
6615BB	Provide storage containers - 15 cubic yard, See C.50 & C.82	6	ea		
6615BX	Provide storage containers - 15 cubic yard (30 day rental) See C.50 & C.82	12	ea		
6615CC	Provide storage containers - 20 cubic yard, See C.50 & C.82	100	ea		
6615CX	Provide storage containers - 20 cubic yard (30 day rental) See C.50 & C.82	200	ea		
6615YY	Replace Existing Rolloff, See C.50	135	ea		
6615ZA	Packaging, 85 gallon drum, See C.19	10	ea		
6615ZB	Packaging, 55 gallon drum, See C.19	17	ea		

**DRMOs NORFOLK\WILLIAMSBURG
SECOND 12-MONTH OPTION PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6615ZC	Packaging, 30 gallon drum, See C.19	10	ea		
6615ZH	Packaging, 5 gallon drum, See C.19	14	ea		
6617	Perform Hazardous Characteristics analysis to determine ignitability (D001), corrosivity (D002), reactivity (D003) See C.47	3	ea		
6617AA	Perform Hazardous Characteristics analysis to determine ignitability (D001), corrosivity (D002) See C.47	6	ea		
6617AB	Perform Hazardous Characteristics analysis to determine corrosivity to steel (EPA Method 1110) See C.47	6	ea		
6617AC	Perform Hazardous Characteristics analysis to determine reactivity, See C.47	4	ea		
6619	Perform TCLP (Total Characteristic Leaching Procedures) Metals analysis to determine 8 TCLP metals (D004 - D011) See C.47	13	ea		
6619AE	Perform TCLP Metals analysis for Lead (D008) See C.47	24	ea		
6620	Perform Polychlorinated Biphenyl (PCB) analysis, See C. 47	2	ea		
6621	Perform Organics analysis to determine 26 TCLP volatile and semi-volatile organics (D018 - D043) See C.47	12	ea		
6623	Perform F-series Solvent analysis to determine 30 solvents listed under EPA waste codes F001 - F005 (EPA Methods 8240, 8260, 8270, 8280) See C.47	6	ea		
6630MM	Surcharge for disposal of high level mercury, C.43	2,000	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
SECOND 12-MONTH OPTION PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6635	Perform Cyanides analysis, See C.47	4	ea		
6655	Perform "fingerprint" analysis to determine flashpoint, corrosivity, and specific gravity, See C.47	24	ea		
6660	Perform the following tests: EPA 808 (PCBs); TCLP Metals (8); CCR (CA Code of Regs); TTLC (Total Threshold Limit Concentration) Metals (17). If results of TTLC are 10 times greater than STLC (Soluble Threshold Limit Concentration) then run STLC, See C.47	6	ea		
6664	Perform the following tests: TCLP Metals (8); CCR TTLC Metals (17). If results of TTLC are 10 times greater than STLC, then run STLC, See C.47	6	ea		
6666	Perform analysis to determine cresol (D026) See C.47	1	ea		
6680	Certificates of Disposal/Destruction, See C.70	10	ea		
9100 - 9799 IGNITABLE WASTES (40CFR 261.21) D001					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9101	Small Containers	121,531	lbs		
9102	Containerized Liquids/Multi-phase	612,365	lbs		
9102RR	Containerized Liquids/Multi-phase (Fuels Blending) See C.53	20,000	lbs		
9104	Containerized Solids	7,601	lbs		
9105	Aerosols	9,772	lbs		
9106	Bulk Liquids (pumpable) See C.77	3,360	lbs		
9107	Bulk Solids	1,035	lbs		
9200 - 9299 CORROSIVE WASTES (40 CFR 261.22) D002					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9201	Small Containers	10,512	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
SECOND 12-MONTH OPTION PERIOD
BID SCHEDULE**

9200 - 9299 CORROSIVE WASTES (40 CFR 261.22) D002					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9202	Containerized Liquids/Multi-phase	93,384	lbs		
9202MM	Containerized Liquids/Multi-phase (high mercury content)	10,000	lbs		
9204	Containerized Solids	14,626	lbs		
9204NC	Containerized Solids (NiCads) See C.57 & C.68	5,066	lbs		
9205	Aerosols	160	lbs		
9206	Bulk Liquids (pumpable) See C.77	200,970	lbs		
9206RR	Bulk Liquids (pumpable) (Fuels Blending) See C.53 & C.77	90,000	lbs		
9207	Bulk Solids	315	lbs		
9300 - 9399 REACTIVE WASTES (40 CFR 261.23) D003					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9301	Small Containers	5,237	lbs		
9302	Containerized Liquids/Multi-phase	5,550	lbs		
9304	Containerized Solids	48,763	lbs		
9304LS	Containerized Solids (Lithium-Sulfur Batteries) See C.67 & C.68	900	lbs		
9305	Aerosols	790	lbs		
9400 - 9499 TOXICITY WASTES (40 CFR 261.24) D004					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9401	Small Containers	26,660	lbs		
9402	Containerized Liquids/Multi-phase	157,378	lbs		
9402MM	Containerized Liquids/Multi-phase (high mercury content)	10,000	lbs		
9404	Containerized Solids	800,706	lbs		
9404DE	Containerized Solids (Drums) See C.65	600	lbs		
9404AB	Containerized Solids (Alkaline Batteries) See C.62 & C.68	100	lbs		
9404FL	Containerized Solids (Fluorescent Lights) See C.58	2,240	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
SECOND 12-MONTH OPTION PERIOD
BID SCHEDULE**

9400 - 9499 TOXICITY WASTES (40 CFR 261.24) D004					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9404MG	Containerized Solids (Magnesium Batteries) See C.63 & C.68	200	lbs		
9404MB	Containerized Solids (Mercury Batteries) See C.54 & C.68	200	lbs		
9404MM	Containerized Solids (high mercury content) See C.43	10,000	lbs		
9404NC	Containerized Solids (NiCads) See C.57 & C.68	9,466	lbs		
9406	Bulk Liquids (pumpable) See C.77	600,000	lbs		
9407	Bulk Solids	1,200,000	lbs		
9407BG	Bulk Solids (Blast Grit) See C.82	500,000	lbs		
9500 - 9529 SPENT SOLVENT WASTES (40 CFR 261.31) F001 - 5					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9501	Small Containers	4,534	lbs		
9502	Containerized Liquids/Multi-phase	310,820	lbs		
9504	Containerized Solids	6,000	lbs		
9506	Bulk Liquids (pumpable) See C.77	100,000	lbs		
9530 - 9559 ELECTROPLATING RELATED WASTES (40 CFR 261.31) F006 - 12, 19					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9532	Containerized Liquids/Multi-phase	4,000	lbs		
9534	Containerized Solids	80,000	lbs		
9536	Bulk Liquids (pumpable) See C.77	900,000	lbs		
9560 - 9579 DIOXIN RELATED WASTES (40 CFR 261.31) F020 - 23, 26 - 28					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9561	Small Containers	200	lbs		
9562	Containerized Liquids/Multi-phase	200	lbs		
9564	Containerized Solids	200	lbs		
9580 - 9599 LEACHATE WASTES (40 CFR 261.31) F039					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9582	Containerized Liquids/Multi-phase	100	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
SECOND 12-MONTH OPTION PERIOD
BID SCHEDULE**

9700 - 9749 ACUTELY HAZARDOUS WASTES (40 CFR 261.33) P- LISTED					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9701	Small Containers	130	lbs		
9702	Containerized Liquids/Multi-phase	600	lbs		
9704	Containerized Solids	100	lbs		
9705	Aerosols	100	lbs		
9750 - 9799 TOXIC WASTES (40 CFR 261.33) U - LISTED					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9751	Small Containers	3,877	lbs		
9752	Containerized Liquids/Multi-phase	64,385	lbs		
9754	Containerized Solids	870	lbs		
9755	Aerosols	593	lbs		
9800 - 9899 STATE REGULATED WASTES					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9801	Small Containers	200	lbs		
9802	Containerized Liquids/Multi-phase	500	lbs		
9804	Containerized Solids	500	lbs		
9805	Aerosols	100	lbs		
9900 - 9999 NON RCRA, NON STATE REGULATED WASTES					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9901	Small Containers	153,383	lbs		
9901LP	Small Containers (Latex Paint) See C.59	6,000	lbs		
9902	Containerized Liquids/Multi-phase	1,245,286	lbs		
9902LP	Containerized Liquids/Multi-phase (Latex Paint) See C.59	6,000	lbs		
9904	Containerized Solids	1,012,506	lbs		
9904LA	Containerized Solids (Lead-acid Batteries) See C.56 & C.68	4,350	lbs		
9905	Aerosols	554	lbs		
9906	Bulk Liquids (pumpable) See C.77	200,000	lbs		
9907	Bulk Solids	75,000	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
SECOND 12-MONTH OPTION PERIOD
BID SCHEDULE**

9900 - 9999 NON RCRA, NON STATE REGULATED WASTES					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9907BG	Bulk Solids (Blast Grit) See C.82	100,000	lbs		
9907NT	Bulk Solids (non-regulated empty containers) See C.80	100,000	lbs		
9907SD	Bulk Solids (debris) See C.82	100,000	lbs		

TOTAL ESTIMATED AMOUNT SECOND OPTION PERIOD \$_____

**DRMOs NORFOLK\WILLIAMSBURG
THIRD 12-MONTH OPTION PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6600	TCLP Analysis, D001-43, See C.47	54	ea		
6604	Prepare Waste Profile Sheets, See C.48	250	ea		
6605ZA	Provide and prepare Lab Packs, consisting of small quantity chemical items, 85 gallon drum, See C.52	5	ea		
6605ZB	Provide and prepare Lab Packs, consisting of small quantity chemical items, 55 gallon drum, See C.52	13	ea		
6605ZC	Provide and prepare Lab Packs, consisting of small quantity chemical items, 30 gallon drum, See C.52	11	ea		
6605ZD	Provide and prepare Lab Packs, consisting of small quantity chemical items, 25 gallon drum, See C.52	110	ea		
6605ZE	Provide and prepare Lab Packs, consisting of small quantity chemical items, 20 gallon drum, See C.52	111	ea		
6608	Perform appropriate analysis to properly identify material and complete waste profile forms, See C.49	15	ea		
6609	Perform Management Services, may include (but not limited to) waste identification, weighing, provide/prepare labels, lab packing, overpacking and marking. See C.76	1,000	hrs		
6610	Transportation costs for movement of material, See C.78	25	ea		
6611AA	Expedited Removal charges (15 days) See C.51		ea		
6611BB	Expedited Removal charges (7 days) See C.51	6	ea		
6611CC	Expedited Removal charges (3 days) See C.51	4	ea		

**DRMOs NORFOLK\WILLIAMSBURG
THIRD 12-MONTH OPTION PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6611DD	Expedited Performance charges (7 days) See C.51	6	ea		
6611EE	Expedited Performance charges (3 days) See C.51	4	ea		
6613AA	Cleaning/Service charges - portable metal/poly tanks, See C.46	300	ea		
6613BB	Cleaning/Service charges - oil/water separators, See C.46	400	hrs		
6613CC	Cleaning/Service charges - above ground storage tanks, See C.46	160	hrs		
6613DD	Cleaning/Service charges - barges, See C.46	1,200	hrs		
6613EE	Cleaning/Service charges - railcar above ground tanks, See C.46	1,200	hrs		
6613DM	Cleaning/Service charges - dumpsters, See C.81	24	ea		
6613HL	Cleaning/Service charges - large hazardous containers (>30 gallons) See C.79	300	ea		
6613HM	Cleaning/Service charges - medium hazardous containers (5 - 30 gallons) See C.79	3,000	ea		
6613HS	Cleaning/Service charges - small hazardous containers (<5 gallons) See C.79	4,000	ea		
6615BB	Provide storage containers - 15 cubic yard, See C.50 & C.82	6	ea		
6615BX	Provide storage containers - 15 cubic yard (30 day rental) See C.50 & C.82	12	ea		
6615CC	Provide storage containers - 20 cubic yard, See C.50 & C.82	100	ea		
6615CX	Provide storage containers - 20 cubic yard (30 day rental) See C.50 & C.82	200	ea		
6615YY	Replace Existing Rolloff, See C.50	135	ea		
6615ZA	Packaging, 85 gallon drum, See C.19	10	ea		
6615ZB	Packaging, 55 gallon drum, See C.19	17	ea		

**DRMOs NORFOLK\WILLIAMSBURG
THIRD 12-MONTH OPTION PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6615ZC	Packaging, 30 gallon drum, See C.19	10	ea		
6615ZH	Packaging, 5 gallon drum, See C.19	14	ea		
6617	Perform Hazardous Characteristics analysis to determine ignitability (D001), corrosivity (D002), reactivity (D003) See C.47	3	ea		
6617AA	Perform Hazardous Characteristics analysis to determine ignitability (D001), corrosivity (D002) See C.47	6	ea		
6617AB	Perform Hazardous Characteristics analysis to determine corrosivity to steel (EPA Method 1110) See C.47	6	ea		
6617AC	Perform Hazardous Characteristics analysis to determine reactivity, See C.47	4	ea		
6619	Perform TCLP (Total Characteristic Leaching Procedures) Metals analysis to determine 8 TCLP metals (D004 - D011) See C.47	13	ea		
6619AE	Perform TCLP Metals analysis for Lead (D008) See C.47	24	ea		
6620	Perform Polychlorinated Biphenyl (PCB) analysis, See C. 47	2	ea		
6621	Perform Organics analysis to determine 26 TCLP volatile and semi-volatile organics (D018 - D043) See C.47	12	ea		
6623	Perform F-series Solvent analysis to determine 30 solvents listed under EPA waste codes F001 - F005 (EPA Methods 8240, 8260, 8270, 8280) See C.47	6	ea		
6630MM	Surcharge for disposal of high level mercury, C.43	2,000	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
THIRD 12-MONTH OPTION PERIOD
BID SCHEDULE**

6600 - 6699 SPECIAL REQUIREMENTS					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
6635	Perform Cyanides analysis, See C.47	4	ea		
6655	Perform "fingerprint" analysis to determine flashpoint, corrosivity, and specific gravity, See C.47	24	ea		
6660	Perform the following tests: EPA 808 (PCBs); TCLP Metals (8); CCR (CA Code of Regs); TTLC (Total Threshold Limit Concentration) Metals (17). If results of TTLC are 10 times greater than STLC (Soluble Threshold Limit Concentration) then run STLC, See C.47	6	ea		
6664	Perform the following tests: TCLP Metals (8); CCR TTLC Metals (17). If results of TTLC are 10 times greater than STLC, then run STLC, See C.47	6	ea		
6666	Perform analysis to determine cresol (D026) See C.47	1	ea		
6680	Certificates of Disposal/Destruction, See C.70	10	ea		
9100 - 9799 IGNITABLE WASTES (40CFR 261.21) D001					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9101	Small Containers	121,531	lbs		
9102	Containerized Liquids/Multi-phase	612,365	lbs		
9102RR	Containerized Liquids/Multi-phase (Fuels Blending) See C.53	20,000	lbs		
9104	Containerized Solids	7,601	lbs		
9105	Aerosols	9,772	lbs		
9106	Bulk Liquids (pumpable) See C.77	3,360	lbs		
9107	Bulk Solids	1,035	lbs		
9200 - 9299 CORROSIVE WASTES (40 CFR 261.22) D002					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9201	Small Containers	10,512	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
THIRD 12-MONTH OPTION PERIOD
BID SCHEDULE**

9200 - 9299 CORROSIVE WASTES (40 CFR 261.22) D002					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9202	Containerized Liquids/Multi-phase	93,384	lbs		
9202MM	Containerized Liquids/Multi-phase (high mercury content)	10,000	lbs		
9204	Containerized Solids	14,626	lbs		
9204NC	Containerized Solids (NiCads) See C.57 & C.68	5,066	lbs		
9205	Aerosols	160	lbs		
9206	Bulk Liquids (pumpable) See C.77	200,970	lbs		
9206RR	Bulk Liquids (pumpable) (Fuels Blending) See C.53 & C.77	90,000	lbs		
9207	Bulk Solids	315	lbs		
9300 - 9399 REACTIVE WASTES (40 CFR 261.23) D003					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9301	Small Containers	5,237	lbs		
9302	Containerized Liquids/Multi-phase	5,550	lbs		
9304	Containerized Solids	48,763	lbs		
9304LS	Containerized Solids (Lithium-Sulfur Batteries) See C.67 & C.68	900	lbs		
9305	Aerosols	790	lbs		
9400 - 9499 TOXICITY WASTES (40 CFR 261.24) D004					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9401	Small Containers	26,660	lbs		
9402	Containerized Liquids/Multi-phase	157,378	lbs		
9402MM	Containerized Liquids/Multi-phase (high mercury content)	10,000	lbs		
9404	Containerized Solids	800,706	lbs		
9404DE	Containerized Solids (Drums) See C.65	600	lbs		
9404AB	Containerized Solids (Alkaline Batteries) See C.62 & C.68	100	lbs		
9404FL	Containerized Solids (Fluorescent Lights) See C.58	2,240	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
THIRD 12-MONTH OPTION PERIOD
BID SCHEDULE**

9400 - 9499 TOXICITY WASTES (40 CFR 261.24) D004					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9404MG	Containerized Solids (Magnesium Batteries) See C.63 & C.68	200	lbs		
9404MB	Containerized Solids (Mercury Batteries) See C.54 & C.68	200	lbs		
9404MM	Containerized Solids (high mercury content) See C.43	10,000	lbs		
9404NC	Containerized Solids (NiCads) See C.57 & C.68	9,466	lbs		
9406	Bulk Liquids (pumpable) See C.77	600,000	lbs		
9407	Bulk Solids	1,200,000	lbs		
9407BG	Bulk Solids (Blast Grit) See C.82	500,000	lbs		
9500 - 9529 SPENT SOLVENT WASTES (40 CFR 261.31) F001 - 5					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9501	Small Containers	4,534	lbs		
9502	Containerized Liquids/Multi-phase	310,820	lbs		
9504	Containerized Solids	6,000	lbs		
9506	Bulk Liquids (pumpable) See C.77	100,000	lbs		
9530 - 9559 ELECTROPLATING RELATED WASTES (40 CFR 261.31) F006 - 12, 19					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9532	Containerized Liquids/Multi-phase	4,000	lbs		
9534	Containerized Solids	80,000	lbs		
9536	Bulk Liquids (pumpable) See C.77	900,000	lbs		
9560 - 9579 DIOXIN RELATED WASTES (40 CFR 261.31) F020 - 23, 26 - 28					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9561	Small Containers	200	lbs		
9562	Containerized Liquids/Multi-phase	200	lbs		
9564	Containerized Solids	200	lbs		
9580 - 9599 LEACHATE WASTES (40 CFR 261.31) F039					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9582	Containerized Liquids/Multi-phase	100	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
THIRD 12-MONTH OPTION PERIOD
BID SCHEDULE**

9700 - 9749 ACUTELY HAZARDOUS WASTES (40 CFR 261.33) P- LISTED					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9701	Small Containers	130	lbs		
9702	Containerized Liquids/Multi-phase	600	lbs		
9704	Containerized Solids	100	lbs		
9705	Aerosols	100	lbs		
9750 - 9799 TOXIC WASTES (40 CFR 261.33) U - LISTED					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9751	Small Containers	3,877	lbs		
9752	Containerized Liquids/Multi-phase	64,385	lbs		
9754	Containerized Solids	870	lbs		
9755	Aerosols	593	lbs		
9800 - 9899 STATE REGULATED WASTES					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9801	Small Containers	200	lbs		
9802	Containerized Liquids/Multi-phase	500	lbs		
9804	Containerized Solids	500	lbs		
9805	Aerosols	100	lbs		
9900 - 9999 NON RCRA, NON STATE REGULATED WASTES					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9901	Small Containers	153,383	lbs		
9901LP	Small Containers (Latex Paint) See C.59	6,000	lbs		
9902	Containerized Liquids/Multi-phase	1,245,286	lbs		
9902LP	Containerized Liquids/Multi-phase (Latex Paint) See C.59	6,000	lbs		
9904	Containerized Solids	1,012,506	lbs		
9904LA	Containerized Solids (Lead-acid Batteries) See C.56 & C.68	4,350	lbs		
9905	Aerosols	554	lbs		
9906	Bulk Liquids (pumpable) See C.77	200,000	lbs		
9907	Bulk Solids	75,000	lbs		

**DRMOs NORFOLK\WILLIAMSBURG
THIRD 12-MONTH OPTION PERIOD
BID SCHEDULE**

9900 - 9999 NON RCRA, NON STATE REGULATED WASTES					
CLIN	SERVICES/SUPPLIES	EST QTY	UNIT	UNIT PRICE	AMOUNT
9907BG	Bulk Solids (Blast Grit) See C.82	100,000	lbs		
9907NT	Bulk Solids (non-regulated empty containers) See C.80	100,000	lbs		
9907SD	Bulk Solids (debris) See C.82	100,000	lbs		

TOTAL ESTIMATED PRICE THIRD OPTION PERIOD \$ _____

**TOTAL ESTIMATED PRICE BASE, FIRST, SECOND,
AND THIRD OPTION PERIODS** \$ _____

(X) C.3 STATEMENT OF WORK (NOV 1996)

a. The Government agrees that all hazardous property placed on task orders on this contract will be accompanied by documentation and markings that comply with all applicable Federal, state, and local laws and regulations relating to the generation and storage of hazardous property. The contractor agrees to provide any additional testing and/or analysis required for transportation, treatment, or disposal of the hazardous property.

b. The contractor agrees to provide all services necessary for the final treatment/disposal of the hazardous property listed in the schedule in accordance with all local, state, and Federal laws and regulations, and the terms and conditions of this contract. These services shall include all necessary personnel, labor, transportation, packaging, equipment, and the compilation and submission of all documentation required by clause G.11. CLINs 9100 through 9899, regardless of their condition, are being discarded by the Government and are considered to be hazardous waste. CLINs 9900 through 9999, are not considered to be Federal or state regulated hazardous waste.

c. Any shipments outside the United States must comply with all international agreements and all applicable foreign laws. If the contractor will be exporting directly from the DoD activity, the Contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the COR with the shipping documentation in accordance with C.15. The contractor may not ship waste outside of the United States to circumvent EPA land disposal restrictions as cited in 40 CFR 268.

d. All D001 wastes, except high total organic carb (TOC) wastes, all D002 wastes, D018-D043 wastes should be managed in a Clean Water Act (CWA), CWA equivalent or Class I Safe Drinking Water Act (SDWA) system. As an alternative for D001 wastes, they may be treated according to best demonstrated available technologies (BDATS) or recovery of organics (RORGS) or combustion (CMBST). If the contractor chooses to dispose of wastes at a non-CWA/SDWA facility, they shall be responsible for analyzing for 40 CFR 268 regulated constituents.

(X) C.5 DEPARTMENT OF TRANSPORTATION REQUIREMENTS (NOV 1996)

The contractor will comply with, and ensure that all applicable subcontractors comply with, all requirements of United States Department of Transportation (DoT) regulations, 49 CFR Parts 100-199, regarding waste transportation under this contract. Complete compliance with these regulations shall include, but not be limited to, ensuring that emergency response information is carried on transport vehicles and maintained at facilities where hazardous materials are received, stored, or handled during transportation. Shipping papers will contain an emergency response telephone number supplied by the disposal contractor which is monitored 24 hours a day in order to provide immediate, detailed emergency response information to personnel reacting to emergencies. Technical names will be included in the descriptions of materials reflected on shipping papers by "not otherwise specified" (n.o.s.) descriptions. Definitions of the terms used in this clause are those used in 49 CFR 100-199.

(X) C.6 SPILL RESPONSIBILITY (OCT 1995)

a. The contractor is solely responsible for any and all spills or leaks during the performance of this contract which occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors. The contractor agrees to clean up such spills or leaks to the satisfaction of the Government and in a manner that complies with applicable Federal, state, and local laws and regulations. The clean up shall be at no cost to the Government.

b. The contractor shall report all such spills or leaks, regardless of their quantity, to the contracting officer immediately upon discovery. A written follow-up report shall be submitted to the contracting officer not later than 24 hours after the initial telephonic report. The written report shall be in narrative form and as a minimum include the following:

- (1) Description of item spilled (including identity, quantity, manifest no., etc).
- (2) Whether amount spilled is EPA/state reportable, and if so whether it was reported.
- (3) Exact time and location of spill including a description of the area involved.
- (4) Containment procedures initiated.
- (5) Summary of any communications contractor has with press or Government officials other than contracting officer.
- (6) Description of clean-up procedures employed or to be employed at the site including disposal location of spill residue.

(X) C.7 SAFETY (MARCH 18, 1998)

The contractor must perform all operations in a prudent, conscientious, safe and professional manner. At a minimum, contractor's personnel and equipment shall comply with applicable Federal, state, local and installation laws, safety regulations and procedures, and contractor will ensure that its agents, employees, and subcontractors perform in a safe manner. The contractor shall ensure that all personnel involved in handling and packaging the hazardous waste be trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, general first aid procedures and spills. Handling and personnel protective equipment shall be provided by the contractor and must be appropriate to ensure safe handling of the hazardous waste. When operating within an EPA or state permitted DoD hazardous waste (HW) storage facility, the contractor is required to use forklifts with specifications that meet the applicable permit requirements. When operating at a non-permitted DoD HW storage facility, the contractors are required to use only DY, EE, or EX rated forklifts to traverse through or within 50 feet of flammable property as defined by OSHA. The contractor agrees that his personnel and equipment are subject to safety inspections by Government personnel while on Federal property. The Contractor shall ensure that all tankers have the required safety equipment necessary to pass a safety inspection on-site at NNSY. This will

include handrails and catwalks on top of all tanker trucks, so that inspectors will be able to safely conduct inspections.

(X) C.9 NOTIFICATIONS (MARCH 18, 1998)

Except as may otherwise be specified herein, the contractor shall notify the Contracting Officer's Representative (COR) for each location, **at least five (5) calendar days BEFORE attempting site visits, analysis or pickups**. All initial visits to Norfolk Naval Shipyard must have a request on company letterhead with the visitor's name, place of birth, date of birth, and social security number. No foreign born persons are allowed on-base without special request. This letter can be sent to NNSY Code 106.321, for approval and then sent to security for passes. Allow two (2) calendar days for NNSY to process. See clause C.75 for additional notification requirements.

(X) C.10 PERMITS (MAR 1998)

The contractor shall, without additional expense to the Government, be responsible for obtaining, preparing, and submitting any necessary licenses and permits, notifications, or reports which result from a contractors transportation, recycling, or disposal decision so that the licenses, permits, etc., comply with any applicable international, Federal, state and local laws, codes, and regulations in connection with the performance of the work. This includes acquiring any required permits or registration necessary to operate on any installation listed in this contract and completing the Notification of Regulated Waste Activity form for the generator(s) of hazardous waste to sign and file with the applicable state regulators for waste disposal.

**(X) C.13 DEFINITION OF FINAL TREATMENT/DISPOSAL/RECYCLING
(MARCH 18, 1998)**

a. For CLINs 9100 thru 9899, final treatment means treatment by a RCRA handling method specified in 40 CFR Parts 264/265, Appendix 1, Table 2, Paragraph 2, so that such wastes no longer meet the definition of a hazardous waste as defined in 40 CFR 261 et. seq.; or treatment of a waste by a RCRA handling method specified in 40 CFR Parts 264/265 Appendix 1, Table 2, Paragraph 2. Final disposal means disposal of a waste by a RCRA handling method specified in 40 CFR, Parts 264/265, Appendix 1, Table 2, Paragraph 3.

(1) The following does not constitute final treatment/disposal:

(a) Declaring RCRA/state regulated hazardous waste CLINs as RCRA-exempt as a result of management practices specified in 40 CFR 266 and 279;

(b) Interim treatment of the waste such that the waste still meets the definition of a hazardous waste as defined in 40 CFR 261 et. seq.

(2) All facilities used for interim treatment, final treatment or final disposal of items on this contract shall have as a minimum, an EPA/state approved interim status permit showing EPA hazardous waste numbers described in 40 CFR 261, Subparts c and d, for each waste the facility is permitted to handle. An audit trail must be provided for all RCRA/State regulated hazardous

waste until treatment and/or processing renders the wastes non-RCRA or until final disposal is accomplished. Waste handling codes that describe methods of storage do not meet the definition of final treatment nor final disposal under this contract.

b. For CLINs 9900 thru 9999, final treatment means processing at a facility that is appropriately licensed/permitted by local and/or state agency to accept the material. Final disposal means processing the waste in a facility that is approved for such by the appropriate regulatory authorities which includes drum reconditioning, medical incineration, waste water treatment facilities, etc. If long-term interment is the selected method of disposal, as a minimum, an EPA/state permitted facility with a textile liner, leachate collection system, and ground water monitoring must be used. An audit trail must be provided for all non-RCRA/non-state regulated waste until final disposal, as defined above, is accomplished.

c. Recycling, if required by the Government, is defined in specific clauses located within section C of this contract. However, the contractor may elect to beneficially use, re-use, recycle or reclaim any waste in this contract. The following applies for all waste removed under this contract that is beneficially used, re-used, recycled or reclaimed:

(1) The contractor is required to use the firms on the Qualified Facility List or Qualified Transporter List, respectively, for any beneficial use, re-use, recycling or reclaiming of wastes. This includes any facility that may receive any waste removed under this contract, or a component thereof, at a stage where it remains a RCRA regulated waste, as defined in 40 CFR 261, et. seq.

(2) An audit trail must be provided to the facility that will beneficially use, re-use, recycle or reclaim the waste, or any component thereof, even if the waste/component can be managed as a hazardous material.

(3) Dilution in the recycling process, to include blending down of hazardous waste contaminants is prohibited.

(4) Applicable Certificates of Recycling shall be attached to the Manifest Tracking Log, DRMS Form 1683, and submitted in accordance with clause G.11. A sample DRMS Form 1683 is provided at Attachment IV.

d. It is the contractor's responsibility to ensure that waste is recycled or disposed of in accordance with the timeframes specified in clause F.3.

(X) C.15 SHIPPING DOCUMENTATION (MARCH 18, 1998)

a. A uniform hazardous waste manifest is required for the removal from Government premises of all CLINs 9100 thru 9899 of the bid schedule. Waste designated for disposal/recycling in accordance with 40 CFR 266, 273 or 279 may not require use of a Uniform Hazardous Waste Manifest, only an appropriate shipping paper. All references to manifests in this provision relate to the "appropriate shipping paper". The contractor shall obtain and prepare all manifests, land disposal restriction notifications, and any other shipping documents. The contractor shall provide the COR with a copy of the completed form(s), for review by the

appropriate Government official at least **five (5)** work days prior to removal. Included in that five day period is a three day period for NNSY to review of documentation. Prior to removal from a site identified as a pickup point in this contract, completed copies of all manifests shall be furnished to the Defense Reutilization and Marketing Office (DRMO) coordinating the waste disposal. Each pickup manifest (i.e., with a Government activity identified as a generator), as well as all other documentation required herein, shall be clearly and distinctly marked with name of the servicing DRMO in addition to the generators and the contract and task order number, as applicable. If blocks are not provided, this information shall be placed in the upper, right-hand corner of each document.

b. A copy of all manifests, signed by the designated TSDF, shall be furnished directly to the generator whose address appears on the manifest(s). These manifests shall be submitted within the timeframes prescribed by 40 CFR 262.42(a)(2), or state equivalent, after receipt by the facility. A copy of each manifest, signed by the designated TSDF, shall be furnished by the contractor to the DRMO coordinating the waste disposal. Contractor shall request TSDFs to complete Block K on the uniform hazardous waste manifest by entering the EPA waste handling code therein. If a handling code of 99 (Other) is used, written documentation of the treatment/disposal method is required. Manifests shall be submitted in such a manner as to comply with timeliness prescribed by the state and EPA regulations. The number of manifests or bills of lading is limited to one (1) per pickup location and destination, per truckload. Contractor shall use continuation sheets rather than additional manifests/bills of lading. As specified in 40 CFR 262.20(d) or 40 CFR 761.207(h) as applicable, if the contractor is unable to deliver the hazardous property to the designated or alternate facility on the manifest, the cognizant COR will be contacted for disposition instructions.

c. CLINs 9900 thru 9999 of the bid schedule must be transported in accordance with DoT requirements. This includes the requirements that all hazardous materials offered for transportation be properly described on a bill of lading. The contractor shall obtain and prepare all bills of lading. In accordance with provision G.11, completed copies of all bills of lading shall be furnished to the Defense Reutilization and Marketing Office whose address appears on the bill of lading. Each bill of lading required herein shall be marked with the contract number and task order number as applicable.

d. The DRMS created dummy EPA number for non-RCRA TSDF, must be entered on all applicable shipping documentation such as nonhazardous waste manifests and bills of lading. Also, include DRMS created dummy EPA number on HQ DRMS Form 1683, Manifest Tracking Log.

(X) C.18 SEGREGATION OF HAZARDOUS WASTE (APR 1997)

All items collected on this contract must be segregated and kept physically separate from any other items until initial TSDF is reached. The items must be so marked, that they are readily identified to this contract throughout this period. In addition, the Contractor must ensure that there is a clear audit trail for all items until final treatment/disposal is accomplished.

(X) C.19 STATEMENT ON CONTAINERS (MARCH 18, 1998)

a. The Government does not warrant the drums or containers offered for recycling/disposal are suitable for transportation in accordance with Department of Transportation (DoT) regulations. If items are not in accordance with DoT standards, then the contractor must repackage using the above CLINs. The above CLINs shall be ordered only when the existing packaging does not meet DoT standards. The CLINs will not be ordered to facilitate acceptance at a TSDF. Any securing, cushioning and/or absorbent material required is the responsibility of the Contractor. The repackaging determination will be made by the authorized Government representative on site. The Contractor shall accept the Government's container size unless the Contractor demonstrates to the authorized Government representative, prior to commencing the packaging/repackaging, that a different size container(s) is required.

b. If any multiple overpackaging, labpacking, or grouping of containers is performed by the Contractor, the Contractor must document the outside of the container with the Turn-In Document Number and appropriate container identification.

c. NOTE: Labpackaging services ordered by the Government to facilitate turn-in to the DRMO will be ordered under the appropriate 6605 Series CLIN. Packaging containers for labpacks are included in the 6605 Series CLINs.

(X) C.20 GOVERNMENT EQUIPMENT AND PERSONNEL (OCT 1995)

The Government shall not furnish any equipment or personnel to assist the Contractor in the performance of the Contractor's responsibilities under the contract. The Contractor understands that any such offers of assistance are unauthorized, and the Contractor shall not accept any such offers. The only exception is the use of Government owned loading equipment (clause C.33), and Government owned scales (clause C.34), where applicable.

(X) C.21 WASTE ANALYSIS SHEETS (OCT 1995)

The Contractor shall prepare all Waste Analysis Sheets identified to a specific contract line item that may be required for disposal, and provide two copies to the Contracting Officer's Representative(s) (COR).

(X) C.22 DETAILED ANALYSIS (OCT 1995)

If the Contractor must perform detailed analysis for disposal, copies of the results identified to a specific contract line item shall be provided to the Contracting Officer's Representative(s) (COR). Any detailed analysis must comply with all Federal, state and local requirements.

**(X) C.24 TREATMENT OF HAZARDOUS WASTE ON GOVERNMENT FACILITY
(OCT 1995)**

Treatment of hazardous waste (including solidification) on Government facilities is not permitted. Treatment is defined as any process which meets the definition of treatment as set forth in applicable Federal (including 40 CFR 260.10), state and local laws and regulations.

(X) C.25 LITHIUM - SULFUR - DIOXIDE BATTERIES (OCT 1995)

The USEPA issued a Regulatory Interpretive Letter (RIL) on March 19, 1984, in which the agency concluded that lithium-sulfur dioxide batteries exhibit the characteristics of reactivity as defined in 40 CFR 261.23 and that handlers of these batteries must, therefore, comply with the requirements under 40 CFR Parts 124, 262 to 266, 268, 270, and 271. Under these standards, the land disposal of regulated quantities of such an item is prohibited unless the waste is treated so that it no longer meets the definition of a reactive waste under 40 CFR 261.23 and 40 CFR 264.17(b).

(X) C.28 LAND DISPOSAL IN TEXAS (OCT 1995)

The contractor shall perform all dry weight computations for those hazardous wastes destined for land disposal in Texas and shall provide all such computations to the Contracting Officer's Representative (COR) for record keeping purposes. This computation shall be furnished along with the copy of the generator manifest.

(X) C.29 HOURS OF OPERATION (MARCH 18, 1998)

The contractor agrees that, for those portions of the services provided on a government installation, the services will be provided during the normal hours of operations for the installation. The normal hours of operations for installations on this contract are available, upon request, from the COR.

Special restrictions to normal hours of operation apply to the following installations:

Norfolk Naval Shipyard - Normal work hours at NNSY are 7:20 a.m. until 3:50 p.m. Contractor trucks that arrive for preload inspection after 9:30 a.m. may be rejected and rescheduled for the next duty day. (See Clause C.75) NNSY shuts down operations for approximately 1 1/2 weeks during the holiday period between Christmas and New Year's Day. The contractor agrees to provide necessary personnel during training periods to prevent the interruption of waste disposal shipments.

Fort Eustis - Contractor trucks that do not arrive at the HW building between the hours of 8:00 a.m. and 12:00 p.m. on Monday, Tuesday, Wednesday, and Friday may be rejected and rescheduled for the next duty day, at no cost to the Government.

Langley AFB - Normal work hours are 7:00 a.m. till 4:00 p.m., Monday through Friday. The Contractor must arrive no later than (NLT) 1:00 p.m. and finish by 4:00 p.m.

Yorktown Naval Weapons Station - Contractor trucks arriving after 10:00 a.m. may be rejected and rescheduled for the next duty day, at no cost to the Government.

Fleet Industrial & Supply - Contractor trucks arriving after 3:00 p.m. may be rejected and rescheduled for the next duty day, at no cost to the Government.

USCGRTC Yorktown - Contractors are prohibited from performing work on site after 3:00 p.m. daily. Normal work hours are from 7:00 a.m. until 3:00 p.m., Monday through Friday.

NASA Wallops Island - Normal work hours are from 8:00 a.m. until 4:30 p.m., Monday through Friday.

(X) C.31 RCRA VS NON-RCRA CLINS (MARCH 18, 1998)

a. Items identified under CLINs 9100 thru 9899 have been declared hazardous waste by the Government and are subject to stricter disposal requirements than CLINs 9900 thru 9999.

b. CLINs 9900 thru 9999 are waste not regulated by RCRA nor regulated by the state of generation as hazardous waste and will be subject to less stringent requirements than CLINs 9100 thru 9899.

c. If the contractor demonstrates through lab analysis and/or other supporting documentation that a CLIN(s) identified under CLINs 9100 thru 9899 is not a RCRA/state regulated hazardous waste, the Government may so reclassify the item and place it under CLINs 9900 thru 9999. The Government will review the lab analysis and other supporting documentation in a reasonable time period; however, the items in question will be treated as a hazardous waste in the interim and removal timeframes must be met.

d. If the contractor demonstrates through lab analysis and/or other supporting documentation that a CLIN(s) identified under CLINs 9900 thru 9999 is a RCRA/state regulated hazardous waste, the Government may reclassify the item under CLINs 9100 thru 9899. The contractor's claim that a CLIN identified under CLINs 9900 thru 9999 is actually a hazardous waste which should be identified under CLINs 9100 thru 9899 shall be treated as potential misidentification by the Government. The CLIN(s) in question shall not be removed, treated or disposed of until the Government has made a determination on the matter. Reclassification of items from CLINs 9100 thru 9899 to CLINs 9900 thru 9999, or from CLINs 9900 thru 9999 to CLINs 9100 thru 9899 shall fall under the "Changes" clause of this contract.

e. Any items identified under CLINs 9800 thru 9899 which is a state regulated hazardous waste only (not a RCRA waste) may be taken to a non-RCRA facility approved by the state for that specific state regulated hazardous waste if the non-RCRA facility is listed on the Qualified Facilities List.

f. If the contractor elects to perform any additional sampling other than that provided by the Government, the contractor shall provide an advance copy of the sampling and monitoring plan to the COR for approval that complies with the sample techniques established by the EPA SW846. Contractor cannot conduct any sampling that is not on the approved sampling and monitoring plan submitted in accordance with clause E.3. Additionally, the Government can deny

authorization for any sampling or monitoring that the Contractor proposes. Notification shall be made to the COR at least three (3) work days prior to scheduled arrival when the contractor intends to conduct sampling.

(X) C.33 LOADING (MAR 1996)

a. Except for the pickup locations listed in Government Loading Table below, the Contractor is responsible for loading, including furnishing all the equipment necessary for loading.

b. Unless otherwise provided in the contract, loading will not be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the items are located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the item on conveyance(s) furnished by the Contractor and the initial placement on the Contractor's conveyance shall be as determined by the Government. Unless otherwise provided in the contract, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Contractor.

c. At the pickup locations listed in the following Government Loading Table the Government is responsible for loading the items listed. The following loading legend is used in the table.

LOADING LEGEND

I - Government will load (a) Rail (b) Truck or Trailer

II - Government will load - open top conveyance only (a) Rail (b) Truck or Trailer

III - Other

GOVERNMENT LOADING TABLE

<u>ITEM(S)</u>	<u>LOCATION</u>	<u>LOADING LEGEND</u>
Drums/Bulk Solids/Bulk Liquids	Hazardous Waste holding area - USCG Portsmouth	Ib

(X) C.34 WEIGHING OF PROPERTY (OCT 1995)

The Contractor shall weigh all property before removal. An authorized Government representative will witness all weighing. The weight, agreed upon by both the Contractor and the Government representative at the time of removal, will be the basis for payment to the Contractor. Unsubstantiated charges for subsequent increases in weight, after removal from Government custody, will be the responsibility of the Contractor.

(a) Bulk Items

(1) Bulk items will be measured by one of the following methods. The method used will be whichever is most accurate and agreed upon by the Contractor and the Government representative:

(i) Actual weight using Government scales.

(ii) Actual weight using commercial scales.

(iii) Calculated weight. As an alternative to actual weighing, the weight of bulk shipments may be computed, provided that the specified gravity of the material is known and the volume actually picked up is determined. For example, 2,000 gallons of liquid with a specific gravity of 1.4 = calculated weight of 23,344 pounds. (2,000 x 1.4 x 8.337, where one gallon of water weighs 8.337 pounds). Specific gravity will be obtained from a waste profile sheet.

(2) For either "actual weight" method, the vehicle will be weighed both before and after loading. For bulk shipments, where Government scales are not available or operable, the use of commercial scales is authorized. The Contractor will arrange for and incur all expenses of weighing property at the nearest certified public scale.

(b) Non-bulk Items

(1) For non-bulk items, the Contractor shall provide portable scales for outweighing of property. Portable scales must have a minimum capacity of 1,500 pounds. For the purpose of this contract, scales permanently affixed or built into a vehicle are considered portable scales.

(2) Prior to the use of portable scales at each pickup site, the Contractor must demonstrate reasonable weight accuracy to the Government representative. Only materials to be removed by the Contractor will be weighed. Pallets, boxes, strapping, etc., which are not integral parts of the packaging and are not being removed by the Contractor will not be included in the weight.

(3) Government scales may be used, in lieu of scales provided by the Contractor, only where they are available, operable, and authorized by the Government representative. The Contractor shall be responsible for determining the availability of Government scales. The Government makes no guarantee that where Government scales are available, they are operable. At the Government's option, the use of Government scales will be allowed at the following sites:

Site	Equipment Available
FLEET INDUSTRIAL & SUPPLY	PLATFORM SCALE 100,000 POUNDS
NWS, YORKTOWN	PLATFORM SCALE 2000/3000 POUNDS
FT. EUSTIS	FLOOR SCALE 2000 POUNDS

LANGLEY AFB	PALLET SCALE 2000 POUNDS
NASA Goddard - Wallops Is.	PLATFORM SCALE 2000 POUNDS
USCG PORTSMOUTH	OHAUS DS10< 110 x .05 LB & DRUM CHECK 700 LBS

(4) The use of commercial scales is not authorized for non-bulk items.

(X) C.35 BULK LIQUID DISPOSAL (MARCH 18, 1998)

When bulk liquid disposal is ordered, it may be necessary for the contractor to pump material from tanks. Contractor shall furnish a collection vehicle equipped with pumps, hoses and a metering device. Pumps and hoses shall have the capacity to safely handle the types of waste to be collected, and be able to remove all liquids and sludges from tanks that can be removed without agitation or introduction of other materials to the tank. A tanker truck with a high capacity pump may be required. One hundred feet of hose should be sufficient to remove the waste from the bulk tanks. Sludges or solids that must be removed by other measures are not included. Contractor shall have fittings necessary to prevent accidental spills. Tank pumping may be ordered from any location in or around the pick up points in the contract. When bulk liquid disposal is ordered, the Contractor shall coordinate with the COR to determine specific equipment requirements based on location of tank(s) to be pumped. The actual weight of the material picked up must be identified on the manifest.

Pickups at NNSY will be by vacuum loading only. Pressure loading by secondary pumping devices is prohibited at NNSY, unless prohibition is waived by NNSY. The NNSY container number and reference number will be entered in Block J or Block 15 of the manifest. All tanks are above ground and range in size from 1,000 to 10,000 gallons, with the exception of the barge tanks, which range in size from 80,000 - 175,000 gallons. Tankers shall be able to pass a safety inspection conducted by NNSY before unloading can begin. Required safety equipment necessary for NNSY inspection will include handrails and catwalks on the tops of all tanker trucks, so that inspectors will be able to safely conduct inspections.

(X) C.36 SMALL CONTAINERS AND CONTENTS (DEC 1997)

a. Services for the removal, transportation, storage, and disposal of small container(s) of RCRA/State regulated hazardous or nonhazardous property will be ordered using CLINs with a "1" in the fourth position, e.g., 9101, 9401. Unless specifically excluded below, small containers are any receptacle containing hazardous or nonhazardous property that has a capacity of less than 5 gallons.

b. Small containers are not:

(1) Individual sealed articles that are formed to a specific shape or design during manufacture that have an end-use or function dependent in whole or in part upon the shape or design during use. Examples of such items include, but are not limited to, fuel filters, oil filters, gas mask canisters, chemical defense equipment kits, batteries, and factory sealed containers that contain a small container (e.g., epoxy paint). These items are considered a small container only when the outermost container holding the items has a capacity of less than 5 gallons.

(2) RCRA empty containers of any size (which may or may not be crushed to reduce their volume). Examples of such items are empty oil cans, paint cans, etc.

c. In those instances where containers of hazardous property are placed into a larger outer container and the interior packaging is either all small containers as defined above, or a mix of different sizes, some being small containers as defined above, then the entire item (interior packaging and its outer container) shall be assigned to the appropriate small container CLIN. Exception: If all the small inner containers contain the same commodity, the appropriate non-small container CLIN will be used.

d. The contractor shall accept the Government's CLIN assignment as a non-small container item unless the contractor demonstrates to the COR prior to removal from the Government facility that the item(s) does meet the definition of a small container.

e. If the contractor discovers a small container(s) packaged with other items not classified as small containers, the Government reserves the right to:

(1) Assign all the property, including the larger outer container, under the appropriate small container CLIN; or,

(2) Remove the small containers of hazardous property from the larger outer container, delete the small container items' weight from the task order, and reduce the containerized CLINs weight appropriately; or,

(3) Remove the small containers of hazardous property from the larger outer container, reCLIN the small container items separately as small containers on the same task order, and reduce the containerized CLINs weight appropriately.

f. If the contractor elects to package EPA/DoT compatible items in the same container in order to facilitate recycling/disposal, then the contractor must provide an all-inclusive packing list showing each item and its respective quantity. This list shall be placed outside the outermost container. A copy of the packing list must be attached to the manifest. Contractor furnished overpack containers and packing materials will not be included in the total weight calculations for payment purposes.

(X) C.37 ACCEPTANCE OF DISPOSAL SERVICES INVOLVING FUEL BLENDING
(APR 1997)

a. DRMS acceptance of disposal services involving fuels blending is designed to encourage fuels blending as described at 40 CFR 266. It does not apply to blending for destructive

incineration. Component fuels of the final blended product must adhere to regulatory guidance contained in 40 CFR Part 266, subpart H, "Hazardous Waste Burned in Boilers and Industrial Furnaces.

b. The fuel blending facility must provide a certification to the ACO for each DRMS disposal contract affected, signed by a responsible official of the facility, which:

(1) Specifies maximum processing time that property would remain in the fuel blending tank farm and guarantee that the fuel blended product will not remain in storage longer than the certified processing time.

(2) Identifies by name, address and EPA ID number all facilities which may receive the fuel blended products for energy recovery, per 40 CFR 266, subpart H and 40 CFR 279, subpart G.

(3) Identifies by name, address and EPA ID number all facilities which may receive the incidental solids, still bottoms, and/or sludges remaining after fuels blending which require destructive incineration per 40 CFR 264 and 265 subpart O.

(4) Guarantees that the fuel blended product will not be shipped out of the United States.

c. DRMS prime contractors must obtain DRMS approval prior to the use of any incinerator that receives material in paragraphs C.37 (b)(2) and (3) above. In addition, these facilities must meet the criteria outlined at clause H.5. Use of these facilities must be on a contract-by-contract basis. Use of such facilities without prior DRMS approval will result in the rejection of the blender's certification and reversion to the standard tracking system, consisting of a manifest to the fuel blending facility, a manifest from the fuel blending facility to an incinerator and a certificate of destruction issued by the facility.

d. DRMS will certify acceptance of disposal services only after acceptance of the blender's certification, expiration of the period discussed in (b)(1) above, following manifested receipt by the fuels blending facility. A manifested receipt is defined as a certificate of recycling from the blender referencing the manifest accepted.

e. Any inconsistency between this provision and C.13 shall be resolved by giving precedence to this provision.

(X) C.38 RETROGRADES (JUN 1996)

The contractor agrees to pickup and remove retrograded property from (port) Williamsburg. A retrograde is defined as the return of U.S. made and procured property from an overseas U.S. military location. The contractor will receive a task order listing all of the property in the shipment a minimum of thirty days in advance of the date the shipment is scheduled to arrive in CONUS at the port indicated. The contractor will be provided with the following: carrier(s) name, carrier(s) point of contact, shipping information and estimated arrival date/time. The contractor will provide all the necessary equipment for pickup. The contractor must remove the arriving property from the port of entry (POE) within ninety-six (96) hours once the property is available for removal. It is the contractor's responsibility to coordinate with the carrier(s) and POE to determine the availability of property as to time and date or changes in carrier(s) or POE in order to meet the removal timeframe.

(X) C.41 REPORTS (MARCH 18, 1998)

a. DD Form 1155, ORDER FORM FOR SUPPLIES OR SERVICES. The Contractor shall annotate a copy of the DD Form 1155 including any applicable continuation sheets and applicable pages from modifications to show only those lines being submitted for acceptance. These documents are to be submitted prior to the invoices as described in clause G.11.

b. DRMS Form 1683. Manifest Tracking Log (DRMS Form 1683). The Contractor shall prepare the Manifest Tracking Log. This log is to be submitted prior to the invoices in accordance with clause G.11. Any differences between the task order inventory and what was actually picked up or disposed of must be thoroughly described and documented. Use attachments to the manifest tracking log if necessary.

c. DRMS Form 1786 and DRMS 1668. If a DD Form 1155 is not available, a Pickup Report (DRMS Form 1786 for Non-PCB items or DRMS Form 1668 for PCB items) shall be completed by the Contractor at the time of each pick-up and shall accompany each shipment. Completed copies are to be furnished to the Contracting Officer in accordance with clause G.11 and the Defense Reutilization & Marketing Office affected. Blank forms will be provided by the Government upon request. All waste picked up shall be listed on the DRMS Form 1786 or DRMS Form 1668 and shall reference the contract line item number as shown in Section B. For those BOSS generated removals, the completed Order For Supplies or Services (DD 1155) will be submitted instead of DRMS Form 1786 or DRMS Form 1668.

d. Certificate of Recycling: The contractor shall prepare a Certificate of Recycling for any waste that is recycled. This certificate is to be submitted prior to the invoices in accordance with clause G.11; attachments to the certificate may be used. One copy of each certificate of recycling signed by a responsible company official for property removed will be provided to the appropriate locations as described in clause G.11, paragraph (a)(1)(v).

(X) C.43 DISPOSAL SURCHARGE FOR HIGH LEVEL MERCURY - CLIN 6630MM (APR 1997)

CLIN 6630MM is a surcharge for hazardous wastes that exhibit the characteristic of toxicity for mercury (greater than 0.2 mg/L mercury after TCLP) and greater than, or equal to, 260 mg/kg. This CLIN will be ordered in association with a disposal CLIN when the Government orders disposal of waste contaminated with high level mercury. The unit of issue for CLIN 6630MM is pounds. The Government will order an equal number of pounds of 6630MM and of the disposal CLIN. For example, for disposal of 50 pounds of CLIN 9102 contaminated with a high level of mercury, 50 pounds of CLIN 6630MM will also be ordered. CLIN 6630MM does not apply if the high level mercury waste is land disposed or treated prior to land disposal. CLIN 6630MM does not apply to the high level mercury disposal CLINs suffixed with an "M" in the fifth or sixth position.

(X) C.44 EMPTY CONTAINERS (APR 1997)

Prior to reuse or sale of empty containers, the contractor shall comply with the cleaning requirements of 40 CFR 261.7 and obliterate all markings and labels. The contractor shall be exempt from this requirement only if the containers are crushed and sent to a scrap operation,

crushed and sent to a landfill, or the containers are physically disposed of concurrently with their contents (i.e., incineration/landfill).

(X) C.45 BULKING AND CONSOLIDATION (MARCH 18, 1998)

a. Bulking shall be defined as the act of pumping from an otherwise removable container(s) into a tank truck. Containerized waste may be pumped into a tank truck (bulking) only at the following locations:

1. Langley AFB
2. Fleet Industrial & Supply
3. NNSY
4. USCG Portsmouth
5. NASA Wallops Island

b. Consolidation is defined as any method that involves pouring, siphoning, pumping, draining, or packaging like wastes (liquids, multiphase, or solids) from one container to another. Wastes may be consolidated only at the following locations:

1. Langley AFB
2. Yorktown NWS
3. Fleet Industrial & Supply
4. Ft. Monroe
5. NNSY
6. USCG Portsmouth
7. NASA Wallops Island

c. Bulking and consolidation will be allowed only if the Contractor has a spill contingency plan and performs operations in a safe manner. The Contractor's spill contingency plan will contain the parameters provided by the NNSY and will be submitted for approval in accordance with clause E.3. The contractor must adhere to the spill plan designed for the company, as well as NNSY's spill plan for the designated area. The Government retains the right to stop operations if environmental or safety concerns arise.

(X) C.46 TANK CLEANING - CLIN 6613AA, 6613BB, 6613CC, 6613DD, and 6613EE (MARCH 18, 1998)

a. When the above CLINs are ordered, the contractor shall clean tanks, totes, oil/water separators, etc., until no visible residue remains. The above listed CLINs do not include tank pumping or disposal of sludges/solids removed during the cleaning process. If required, tank pumping will be ordered under the appropriate CLIN for the pumpable waste contained in the tank in accordance with clause C.35. Disposal of unpumpable sludges/solids removed as part of the cleaning process will be ordered via the appropriate bulk disposal CLIN based on the most previous known contents in the tank (for example, sludge removed from a tank known to contain a non-regulated commodity will be assigned CLIN 9906). This CLIN will appear on the task order issued for tank cleaning. However, the quantity listed on the task order will be an estimated quantity.

b. In all cases, the Government will ensure the pumpable waste in the tank is removed prior to tank cleaning. The contractor is responsible for providing all cleaning equipment, containers, and wash aids. The Government will not provide containers for the sludges/solids removed. Where entry into the tank is required, the contractor must provide confined space entry procedures to the COR. The Government must approve the plan prior to the contractor commencing work. The

contractor shall also provide access permit and all safety equipment including breathing apparatus, if required. The contractor is required to provide a proper shipping paper identifying the quantity for all disposal CLIN waste resulting from tank cleaning in accordance with clause G.11. See clause F.3 for required timeframes.

c. If the contractor elects to introduce liquids or other materials into tanks to facilitate the removal of sludges/solids, contractor shall monitor through metering, weighing, or any other approved measuring technique the amount of liquids or other materials introduced into the tank. The monitoring method used must be approved by the COR prior to commencing work. The weight of the liquids or other materials introduced to the tank will be subtracted from the total weight of the wastes removed from the tank. The difference between the liquids or other materials introduced into the tank and what is removed from the tank, the resulting sludge/solids, will be disposed of under the appropriate disposal CLIN, as stated above. All weighing will occur prior to the contractor removing the waste from the Government premises. The Government will modify the disposal CLIN weight listed on the task order to reflect the exact poundage of sludge/solids removed. The contractor will be paid only for the sludges/solids removed, not the liquids or other materials introduced to aid cleaning. The contractor is responsible for proper disposal of the liquids or other materials used during the cleaning process at no additional cost to the Government.

d. Tank cleaning for NNSY:

(1) Any removal of liquids/sludges/solids will be ordered under the appropriate disposal CLIN. Tank cleaning will be required at NNSY and St. Julien's Creek and ordered under CLINs 6613AA, 6613BB, 6613CC, and 6613DD. Tanks will include portable metal-poly tanks, in-ground oil/water separators, above ground storage tanks and barges. When tank cleaning is ordered using the appropriate CLIN, the task order will specify the exact tank requiring liquids/sludges/solids removed. The Government will not provide containers for the liquids/sludges/solids removed. The contractor is responsible for providing all cleaning equipment and wash aids required for the tank cleaning process. Cleaning shall consist of high pressure hydroblasting to include removal of residual material and rinsate by vacuuming; and removal of hardened non-pumpable solid material from tank walls and bottom. The tanks must be cleaned to bare metal. The outside of the tanks must also be cleaned to bare metal. NNSY will provide a source of water to contractor for tank cleaning operations. When using Government water sources, the contractor will be required to adequately clean the back-flow preventors. Manned entry may be required to adequately clean the larger tanks. Contractor must provide confined space entry procedures upon award of contract. Unless otherwise stated, the contractor should have equipment capable of operating at a distance of up to 100 feet. The contractor is responsible for proper disposal of all wastes created during the cleaning process including sludges, solids, debris, rinsate, solvents used, etc. The contractor will visually inspect the tanks prior to the cleaning process and will notify the COR if the tanks contain excessive residual pumpable liquids. The contractor will be required to sample and provide analysis of the residual sludge/rinsate for disposal. All associated costs pertaining to tank cleaning for the above CLINs shall be included in the CLIN price(s). Some examples are: sludge, solids, debris, solvents used, rinsate, analysis, etc. Contractor is required to provide a proper shipping paper (manifest/bill of lading) and cleaning in accordance with provisions of Clause G.11. Tank cleaning will normally be ordered after bulk removals have removed all liquids that can normally be removed by this operation.

(2) CLIN 6613AA - Portable Metal/Poly Tanks. These containers range in size from 500 to 1,000 gallon capacity. Final rinse after cleaning shall be sampled and analyzed by the contractor and must indicate no hazardous waste characteristics as defined in 40 CFR 260. The chemical analysis that will be required will be based on the previous contents of the tank and the parameters will be provided by NNSY. For example, for a tank that contained a material CLINed 9106, only flash point and conductivity may be requested.

(3) CLIN 6613BB - In-ground oil/water separators. These separators are used for oil-water phase separation. The separators range in size from 3,000 to 10,000 gallons capacity. Final rinse after cleaning shall be sampled and analyzed by the contractor and must meet effluent discharge parameters to allow discharge into Hampton Roads Sanitation District (HRSD) sewage system.

(4) CLIN 6613CC - Above Ground Storage Tanks. Storage tanks range in size from 5,000 to 10,000 gallons capacity. Final rinse after cleaning shall be sampled and analyzed by the contractor and must indicate no hazardous waste characteristics as defined in 40 CFR 260. The chemical analysis that will be required will be based on the previous contents of the tank and the parameters will be provided by NNSY. For example, for a tank that contained a material CLINed 9106 only a flash point and conductivity may be requested.

(5) CLIN 6613DD - Barges. The containers range in size from 80,000 to 175,000 gallons capacity. Final rinse after cleaning shall be sampled and analyzed by the contractor and must indicate no hazardous waste characteristics as defined in 40 CFR 260. The chemical analysis that will be required will be based on the previous contents of the tank and the parameters will be provided by NNSY. For example, for a tank that contained a material CLINed 9106, only flash point and conductivity may be requested.

(6) CLIN 6613EE - Railcars Tankers. The containers range in size from 7,000 to 10,000 gallons capacity. Final rinse after cleaning shall be sampled and analyzed by the Contractor and must indicate no hazardous waste characteristics as defined in 40 CFR 260. The chemical analysis that will be required will be based on the previous contents of the tank and the parameters will be provided by NNSY. For example, for a tank that contained a material CLINed 9106, only flash point and conductivity may be requested. NNSY will position rail cars as required. NNSY will position rail cars when the rail car tank cleaning CLIN is ordered.

e. Tank cleaning may be ordered from any location in or around pickup points in the solicitation in addition to those identified below:

SITE	ANTICIPATED PREVIOUS CONTENTS	ANTICIPATED TANK SIZE (gallons)	ABOVE/BELOW GROUND
NNSY/metal-poly boxes	non reg material	500-1000	above
NNSY/AST	non reg material	5000-10,000	above
NNSY/barges	non reg material	80,000- 175,000	above
NNSY/UST (oil/water separators)	non reg material	3000- 10,000	below

(X) C.47 PERFORM ANALYSIS - CLINs 6600, 6617, 6617AA, 6617AB, 6617AC, 6619, 6619AE, 6620, 6621, 6623, 6635, 6655, 6660, 6664, and 6666 (MARCH 30, 1998)

a. The contractor shall provide all services, property, supplies, furnishings and equipment necessary to conduct the required test(s) of Government selected items. The requested analysis is required for purposes of waste identification. The testing is in this contract to service generators on this contract. It is not intended to supplant the contractor obligations designated elsewhere in this contract.

b. The Government will order this service using any of the CLINs listed above (unit of issue is "each") on a task order. One each equals one waste stream (or one kit) to be analyzed by the contractor. The contractor shall perform the following:

(1) Samples shall be taken and testing performed in accordance with 40 CFR Part 261, Appendices I, II, and III.

(2) It is the responsibility of the contractor to transport samples from the pickup point to the analytical laboratory. All transportation of hazardous waste shall be in accordance with 49 CFR Parts 171 through 179 and 40 CFR Parts 261 through 263. The contractor shall also comply with state and local regulations including requirements to obtain all necessary permits, licenses and approvals. The contractor must complete a chain of custody form for each sample taken. Completed forms must be provided to the DRMO along with analytical data.

(3) It is the responsibility of the contractor to dispose of all samples. The disposal of test samples shall be in accordance with all applicable Federal, state, and local laws and regulations.

(4) The contractor shall provide a statement from the testing laboratory that all of the samples were used in the analysis in accordance with G.11. If there is additional samples left over after analysis, the Contractor is responsible for its disposal. The disposal of test samples shall be in accordance with all applicable Federal, state, and local laws and regulations.

c. See Clause F.3 for performance time frames. CLIN 6611DD may be ordered with the appropriate analysis CLIN(s) for expedited seven (7) day performance.

(X) C.48 PREPARE WASTE PROFILE FORM, CLIN 6604 (MAR 1996)

a. When CLIN 6604 is ordered, the contractor is required to prepare a typed Hazardous Waste Profile Sheet, DRMS Form 1930. One "each" will be ordered per waste stream to be profiled. A sample DRMS Form 1930 may be found at Attachment VI. Using analytical data/generator information provided by the Government, the contractor must complete the form in accordance with its attached instructions. The Government will furnish DRMS Form 1930 to the contractor. Subject to COR approval, the contractor may use an alternate profile form as long as the alternate form contains all of the same information contained in the DRMS Form 1930.

b. The purpose of this service is to enable the generator to turn in property to the DRMO. It is not intended to supplant contractor obligations under any other section of this contract. See F.3 for performance timeframes.

(X) C.49 IDENTIFY UNKNOWN WASTE STREAMS AND PREPARE WASTE PROFILE FORMS - Step One - CLIN 6608, Step Two - CLINs 6619-6621 -6622 (MARCH 30, 1998)

a. Step One

(1) When the government has the requirement for an "unknown analysis", a written task order will be issued containing CLIN 6608. When CLIN 6608 is ordered, the contractor shall perform an "unknown analysis" so that the waste stream is identified in enough detail to complete a Hazardous Waste Profile Sheet, DRMS Form 1930. Upon completion of the analysis, the contractor shall complete the government provided DRMS Form 1930 in accordance with its attached instructions. If Step Two is required, the DRMS Form 1930 will be completed after all

testing is completed. The government will provide all known information about the waste stream being identified by the contractor prior to the contractor drawing samples.

In addition, if the government suspects any other contamination than what can be determined by these CLINs, the government will order applicable analysis CLINs as required, i.e., PCBs. One “each” CLIN 6608 will be ordered for each waste stream that requires “unknown analysis”.

(2) An “unknown analysis” will include a flashpoint test (D001); a reactive test (D003); a pH test (D002); a Qualitative Analysis for Total Metals; a Qualitative Analysis for Total Pesticides; and a Qualitative Analysis for Total Organics. If one or more of the qualitative analysis tests indicate the likelihood of metals, pesticides, or organics, the government may order Step Two. Step Two will include one or more of the appropriate quantitative analysis CLINs, e.g. TCLP Metals, TCLP Pesticides, or TCLP Organics so the identification of the waste stream can be completed. When CLIN 6608 is ordered, the contractor shall draw sufficient samples to perform all potential tests. The sample material for the quantitative analysis for TCLP Metals, TCLP Pesticides and TCLP Organics will be placed in separate container(s), sealed, dated, labeled and maintained by the contractor.

b. Step Two

If Step One determines that metals, pesticides, or organics may be present, the government will order the necessary analysis CLIN(s), CLIN 6619, TCLP Metals (D004 - D011); CLIN 6622, TCLP Pesticides (D012 - D017); or CLIN 6621, TCLP Organics, (D018 - D043). In the event Step Two is required, the Government will notify the contractor of the required tests within 15 calendar days from the date the COR received the analysis from Step One. The original task order containing CLIN 6608 will be modified to add the additional testing requirement(s). The contractor will complete Step Two analysis within 15 days of receiving a written modification to the original task order. The contractor will transport the previously drawn sample(s) directly to the approved analytical laboratory for the Step Two analysis. If the contractor will be using the same laboratory for Step One and Step Two, if necessary, the laboratory may hold the Step Two sample(s) pending the completion of Step One. Upon completion of the Step Two analysis, the contractor shall complete the DRMS Form 1930 in accordance with the attached instructions.

c. The following applies for all work performed in conjunction with the above CLINs:

(1) The contractor shall provide all services, property, supplies, furnishings and equipment necessary to conduct the required test(s) of Government selected items.

(2) All samples shall be taken and testing performed in accordance with 40 CFR Part 261, Appendices I, II, and III.

(3) It is the responsibility of the contractor to ensure proper transportation of samples from the pickup points to the analytical laboratory. All transportation of hazardous waste shall be in accordance with 49 CFR Parts 171 through 179 and 40 CFR Parts 261 through 263. The contractor shall comply with state and local regulations including requirements to obtain all necessary permits, licenses and approvals.

(4) The contractor must complete a chain of custody form for each sample taken.

(5) The contractor shall provide a statement from the testing laboratory that all of the samples were used in the analysis in accordance with G.11. If there is additional samples left over after analysis, the Contractor is responsible for its disposal. The disposal of test samples shall be in accordance with all applicable Federal, state, and local laws and regulations.

(6) Subject to COR approval, the contractor may use an alternate profile form as long as the alternate form contains, as a minimum, the same information as the DRMS Form 1930 (sample provided at Attachment VI).

(7) The contractor has twenty (20) calendar days from issuance of a written task order to complete all testing, analysis and documentation as stated above for Step One. The contractor has fifteen (15) calendar days to complete all testing, analysis and documentation as stated above for Step Two after receipt of a written modification to the original task order. All original analytical data and chain of custody forms will be provided to the COR within fifty (50) calendar days of issuance a written task order.

**(X) C.50 PROVIDING STORAGE CONTAINERS AND RENTAL CHARGES -
CLINs 6615BB, 6615CC, 6615BX, 6615CX, and 6615YY (April 1, 1998)**

a. CLIN 6615BB and 6615CC: When CLINs 6615BB or CLIN 6615CC are ordered on a written task order, the Contractor is required to provide plastic lined rolloff storage containers for a period of up to thirty (30) days from date of initial placement. Replacement rolloffs may be ordered and placed at any location within a one-half (1/2) mile geographical radius of the rolloff being removed for disposal of the contents. Only replacement rolloffs (CLIN 6615YY) will be ordered within the designated geographical region(s) after the initial placement rolloff is ordered (CLINs 6615BB or 6615CC). CLIN 6615BB is for 15 cubic yard rolloffs, and CLIN 6615CC for 20 cubic yard rolloffs. The rolloff containers will have water tight covers and be lockable. Rolloff storage containers may be ordered for any location in or around the pick up points identified in the contract. Initial placement of rolloff(s) is required within five (5) calendar days after issuance of a written task order for CLIN 6615BB. Disposal of the waste in the rolloff will be ordered using the appropriate "bulk" CLIN. If a replacement rolloff is required, this requirement will be specified on the task order issued for the disposal of the waste in the rolloff using CLIN 6615YY. A replacement rolloff is defined as a rolloff replacing a rolloff previously ordered on this contract. Replacement rolloff(s) must be identical to the one being removed for disposal and must be delivered to the same worksite area (as geographically designated). Replacement rolloffs shall be placed at the time of removal of the rolloff being replaced. Expedited performance for rolloffs will be ordered using CLIN 6611EE. When CLIN 6611EE is ordered, initial placement of rolloff (s) is required within three (3) calendar days after issuance of a written task order.

b. CLINs 6615BX and 6615CX: Some rolloffs may be on site for more than thirty (30) calendar days. If the Government requires a rolloff longer than the initial 30 day placement period covered by CLINs 6615BB or 6615CC, it will be ordered by issuance of a written Task order using CLINs 6615BX and CLIN 6615CX. Rental time may be ordered on a month-by-month

basis (1 each equals a one-month rental timeframe of 30 days) or in any timeframe required (2 each for 2 months, 3 each for 3 months, etc.). If a rolloff is ordered in multiple timeframes (2 months, 3 months, etc.) and is not required for the complete time ordered, a modification to the Task order may be issued to reduce the rental time for the remaining months.

For example: The Government orders 6 each (6 months of rental) and 3 months and 15 days have elapsed, a modification will be issued to delete 2 months rental. Rental timeframes will not be prorated for unused rental time less than 30 days.

c. The rental period begins on the 31st day after the initial rolloff is placed at the specified geographical area location. Ordering of a replacement rolloff does not change the rental period beginning date. The rental period ends on the date the rolloff are ordered. In this case, the rental period ends on the date the final deliver order is issued for disposal of the waste stream.

d. The Contractor is required to weigh empty storage containers prior to use by the Government and provide the COR a copy of a certified Weight Certificate which shows the weight of each empty storage container at the time of placement. The Contractor is required to weight each storage container upon pickup (and provide a copy of the Weight Certificate for each container showing the weight of the storage container and its contents) to the COR. The Government will only pay disposal fees for the weight of the contents.

e. The above listed CLINs in this section are excluded from I.101 order limitations.

f. All rolloffs supplied must have roll-back (reel-type) canvas covers that are tight enough to ensure that precipitation does not enter the container. A tighter fitting cover shall be lashed down over the containers. All rolloffs must be provided with plastic liners, tarps, door gaskets and tarp supports to allow rain water to run off. All rolloff containers shall have rollers on both ends with a positive braking/locking system. All rolloff containers must be DoT approved. The wastes to be accumulated in these rolloffs include regulated and non-regulated materials. Non-regulated materials may include, but are not limited to, soil with non-regulated paint, soil with trash and plants, non-skid blast grit, sand blast grit, and crushed cans of various sizes. Removal of these wastes will be ordered using the 9907 CLINs. Regulated wastes will be toxicity characteristics (D001 - D043) wastes that could include, but are not limited to, soil, sand blast grit, and other toxicity characteristics wastes. Removal of these wastes will be ordered using the 9407 CLINs. At times, NNSY will require the contractor to provide the capability to load bulk solids into a rolloffs. This service will be ordered by using CLIN 6610 (See Clause C.78).

**(X) C.51 EXPEDITES - CLIN 6611AA, CLIN 6611BB, 6611CC, 6611DD and 6611EE
(April 1, 1998)**

a. Expedited Removal: (CLINs 6611AA, 6611BB, and 6611CC)

When the following CLINs are ordered by a written task order, the waste must be removed by the stated number of calendar days (CD): 6611AA, 15CD; 6611BB, 7 CD; 6611CC, 3 CD. Expedited removal CLINs may be ordered in association with any disposal CLIN(s) at any pick-up point(s) on the contract. These CLINs are exceptions to the standard removal timeframes as specified in Clause F.4. Minimum task order charges will not apply to a task order containing an

expedited removal CLIN. When expedited removal is required, CLINs 6611AA, 6611BB, or 6611CC will be ordered based on the amount of waste to be removed. One (1) each will be ordered for up to 5,000 total pounds of containerized (non-bulk) waste representing no more than four (4) waste streams.

b. Expedited Performance: (CLINs 6611DD and 6611EE)

When the following CLINs are ordered by a written task order, the waste must be removed by the stated number of calendar days (CD): 6611DD, 7 CD; 6611EE, 3CD. The expedited performance CLIN 6611DD is anticipated for use with the analysis/testing CLINs and CLIN 6611EE is anticipated for use with the rolloff CLINs. This does not preclude use of these CLINs with other special service requirements. Expedited Service CLINs may be ordered in association with any pick-up point on the contract. These CLINs are exceptions to the standard performance timeframes as specified in Clause F.3. Minimum task order charges will not apply to a task order containing an expedited performance CLIN. When expedited service is required, CLIN 6611DD or 6611EE will be ordered based on the amount of service to be performed. One (1) each of the CLIN 6611DD or 6611EE will be ordered for up to five (5) of the Special Services CLINs. Ordering of an expedited CLIN is further limited to one (1) each, expedited CLIN, per pick-up location including the surrounding area (i.e. all pick-up sites on an installation).

(X) C.52 LABPACKING SERVICES - CLINs 6605ZA, 6605ZB, 6605ZC, 6605ZD, 6605ZE (MAY 1997)

a. The contractor shall provide all labor, equipment, supplies (including labpack containers), and tools necessary to labpack waste. Labpacking service is on this contract to provide a packaging service to the generator in order to facilitate the turn in of property to the DRMO. This CLIN(s) does not include disposal. This clause does not relieve the contractor of repackaging requirements in C.19 when the Government does not specifically order labpacking services.

b. The Government will order the appropriate labpack CLIN(s) dependent on the anticipated labpack container size required. The contractor shall accept the Government's container size unless the contractor demonstrates to the COR, prior to commencing the labpacking service, that a different size labpack container(s) is required. When this service is ordered, the Government will provide a list of property to be labpacked with the task order. The list will include chemical name, weight and volume of each item and anticipated disposal CLIN (for information purposes only). The contractor shall:

(1) Prepare labpacks for chemical waste. This service consists of packing compatible chemicals into suitable labpack containers, preparing a comprehensive drum inventory, marking and labeling each labpack in accordance with local, state, and Federal regulations. The Government will order this service on a task order using the labpack service CLIN(s) listed above.

(2) The contractor will labpack the waste according to chemical compatibility and in compliance with 49 CFR, specifically 49 CFR 173.12. The contractor will prepare the aforementioned drum inventory. The inventory will consist of a list of each container placed in the labpack. The list must specify: 1) description of the contents of each container by chemical or common name of the waste; 2) hazardous constituents causing the item to be a hazardous waste; 3) EPA and state hazardous waste codes assigned; 4) container size; 5) weight of each container and its contents (The contractor will weigh all items, actual weight will be used on the labpack inventory.); and 6) Disposal CLIN (provided by COR). Multiple containers of the same waste may be listed as a single line on the inventory list provided; the total number of containers is recorded in association with the container sizes and the total weight of the containers and contents is listed instead of individual container weights. A unique identification number will be

assigned to each completed labpack and this number will be annotated on the inventory list. One copy of the inventory list will be attached to the labpack and one copy will be provided to the COR when packaging is complete.

(3) The contractor will place appropriate markings and DoT labels on each container, along with an inventory list.

c. The contractor will be provided a work site, storage area for supplies, and a staging area near the chemical storage facility. The Government will not furnish any Government owned equipment. Labpacking services may be ordered at any pickup point on this contract. See clause F.3 for required timeframes.

d. The Government will issue a task order for the disposal of labpacks after the labpacking service is completed. Task orders containing the disposal of labpacks will be prepared based on the total weight of each separate CLIN packaged in each labpack. The total weight of each separate CLIN in the labpack will be determined by the sum of the weights (rounded to the nearest pound) of the individual items assigned that CLIN on the labpack inventory. In order to identify the labpack associated with the CLIN being ordered, the unique number assigned to the labpack will be provided in the item description on the task order. For purposes of labpack removal and contractor invoicing, the items packaged in labpacks by the contractor under the labpack CLINs are excluded from the small container definition in clause C.36.

(X) C.53 RECYCLING VIA FUELS BLENDING - CLINs 9102RR, 9206RR
(MARCH 18, 1998)

a. The contractor is required to recycle/fuels blend/burn, as defined by 40 CFR Parts 264, 265, and 266, all CLINs listed above. The contractor will only be required to fuels blend/burn waste under the CLIN(s) listed above, if it has a BTU level of 5,000 or greater; and contains no more than fifteen (15) percent water by volume; and no more than five (5) percent halogens by volume. The contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state, and local regulations. If any item or component removed under this CLIN remains as a RCRA regulated waste or a DoT hazardous material, the contractor shall send it only to firms on the Qualified TSDFs List or the Qualified Transporters List. The Government's estimates for the recycling CLINs listed above are based on the best information available. Some fuels blendable waste may also be anticipated under the appropriate disposal CLIN.

b. Any shipments outside the United States must comply with all international agreements and all applicable foreign laws. If the Contractor will be exporting directly from the DoD activity, the Contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the COR with the shipping documentation in accordance with C.15.

c. Throughout the life of the contract, the contractor must maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and must be made available to the Contracting Officer upon request.

d. The contractor agrees to be bound by the terms and conditions contained in clause H.30, INDEMNIFICATION, and I.128, HAZARDOUS WASTE LIABILITY DFARS 252.223-7005 (OCT 1992). The contractor will provide an audit trail as stated in C.13.

e. If a waste designated for fuels blending/burning does not meet the above parameters for fuels blend/burn and if the waste cannot be recycled per 40 CFR Parts 264, 265, and 266, the contractor must obtain certification from the disposal facility of its rejection, as well as the rationale for the rejection. If waste is rejected, the contractor must contact the Administrative

contracting Officer (ACO) and obtain disposition instructions, as well as provide two (2) copies of the rejection certification, along with any analysis which supports the rejection to the ACO, within fourteen (14) calendar days after the occurrence.

(X) C.54 RECLAMATION OF MERCURY BATTERIES - CLIN 9404MB
(MARCH 18, 1998)

a. The Contractor is required to reclaim mercury from batteries ordered under the CLIN listed above. Reclamation must be accomplished via retorting or roasting in a thermal processing unit capable of volatilizing mercury and subsequently condensing the volatilized mercury for recovery (as defined in 40 CFR). If any item or component removed under this CLIN remains as a RCRA regulated waste or a DoT hazardous material, the contractor shall send it only to firms on the Qualified TSDFs List or the Qualified Transporters List. The Contractor will be required to dispose of all incidental solids, sludges, and other secondary products in accordance with all Federal, state, and local regulations. The Government's estimates for the recycling CLINs listed above are based on the best information available. Some mercury batteries may also be anticipated under the appropriate disposal CLIN.

b. Any shipments outside of the United States must comply with all international agreements and all applicable foreign laws. If the Contractor will be exporting directly from the DoD activity, the Contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the COR with the shipping documentation in accordance with C.15.

c. Throughout the life of the contract, the Contractor must maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and must be made available to the Contracting Officer upon request.

d. If a waste designated for reclamation does not meet required parameters, the contractor must notify the ACO, in writing, of the rationale and proof for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

e. The Contractor agrees to be bound by the terms and conditions contained in clause H.30, INDEMNIFICATION, and I.128, HAZARDOUS WASTE LIABILITY DFARS 252.223-7005 (OCT 1992). The Contractor will provide an audit trail as stated in C.13.

(X) C. 56 RECYCLING OF LEAD ACID BATTERIES - CLIN 9904LA
(MARCH 18, 1998)

a. The contractor is required to recycle lead and plastic from batteries removed under the CLIN listed above. The batteries may be filled with electrolyte. If any item or component removed under this CLIN remains as a RCRA regulated waste or a DoT hazardous material, the contractor shall send it only to firms on the Qualified TSDFs List or the Qualified Transporters List. Such recycling should meet all requirements of 40 CFR 261.6(a)(2)(iv). The contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state, and local regulations. The Government's estimates for the recycling CLINs listed above are based on the best information available. Some lead acid batteries may also be anticipated under the appropriate disposal CLIN.

b. Any shipments outside the United States must comply with all international agreements and all applicable foreign laws. If the Contractor will be exporting directly from the DoD activity, the Contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the COR with the shipping documentation in accordance with C.15.

c. Throughout the life of the contract, the contractor must maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and must be made available to the Contracting Officer upon request.

d. If a waste designated for recycling does not meet required parameters, the contractor must notify the ACO, in writing, of the rationale for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

e. The contractor agrees to be bound by the terms and conditions contained in clause H.30, INDEMNIFICATION, and I.128, HAZARDOUS WASTE LIABILITY DFARS 252.223-7005 (OCT 1992). The contractor will provide an audit trail as stated in C.13.

(X) C.57 RECLAMATION OF NICKEL CADMIUM BATTERIES - CLINs 9204NC and 9404NC (MARCH 18, 1998)

a. The contractor is required to reclaim nickel and cadmium from batteries removed under the CLINs listed above. The batteries may be filled with electrolyte. If any item or component removed under this CLIN remains as a RCRA regulated waste or a DoT hazardous material, the contractor shall send it only to firms on the Qualified TSDFs List or the Qualified Transporters List. The contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state, and local regulations. The Government will order disposal/recycling of nickel cadmium batteries under the appropriate CLIN listed above.

b. Any shipments outside the United States must comply with all international agreements and all applicable foreign laws. If the Contractor will be exporting directly from the DoD activity, the Contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the COR with the shipping documentation in accordance with C.15.

c. Throughout the life of the contract, the contractor must maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and must be made available to the Contracting Officer upon request.

d. If a waste designated for reclamation does not meet required parameters, the contractor must notify the ACO, in writing, of the rationale and proof for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

e. The contractor agrees to be bound by the terms and conditions contained in clause H.30, INDEMNIFICATION, and I.128, HAZARDOUS WASTE LIABILITY DFARS 252.223-7005 (OCT 1992). The contractor will provide an audit trail as stated in C.13.

(X) C.58 RECYCLING OF FLUORESCENT LIGHT TUBES - CLIN 9404FL
(MARCH 18, 1998)

a. The contractor is required to recycle fluorescent tubes ordered under the CLIN listed above. If any item or component removed under this CLIN remains as a RCRA regulated waste or a DoT hazardous material, the contractor shall send it only to firms on the qualified TSDFs List or the Qualified Transporters List. The contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state, and local regulations. The Government's estimates for the recycling CLINs listed above are based on the best information available. Some fluorescent light tubes may also be anticipated under the appropriate disposal CLIN. Recycling must accomplish the following:

(1) A minimum of 99% of the mercury content of bulbs must be recovered for reuse. The recovered mercury must be of a purity of at least 99%.

(2) Aluminum end caps must be recovered for reuse of the aluminum content.

(3) Crushed glass must be recovered for reuse.

(4) Aluminum end caps, crushed glass and phosphor powder resulting from the process must be routinely tested to ensure that the end product, as it leaves the recycling facility, is under the .2 mg/l TCLP RCRA regulatory level for mercury.

b. Any shipments outside the United States must comply with all international agreements and all applicable foreign laws. If the Contractor will be exporting directly from the DoD activity, the Contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the COR with the shipping documentation in accordance with C.15.

c. Throughout the life of the contract, the contractor must maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and must be made available to the Contracting Officer upon request.

d. If a waste designated for recycling does not meet required parameters, the contractor must notify the ACO, in writing, of the rationale and proof for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

e. The contractor agrees to be bound by the terms and conditions contained in clause H.30, INDEMNIFICATION, and I.128, HAZARDOUS WASTE LIABILITY DFARS 252.223-7005 (OCT 1992). The contractor will provide an audit trail as stated in C.13.

(X) C.59 RECYCLING OF LATEX PAINT - CLINs 9901LP and 9902LP
(MARCH 18, 1998)

a. The contractor is required to recycle latex paint under the CLIN listed above. The waste will consist of partially used cans of latex paint. The paint will not be hardened. The contractor is required to recycle latex paint into a usable product. If any item or component removed under

this CLIN remains as a RCRA regulated waste or a DoT hazardous material, the contractor shall send it only to firms on the Qualified TSDFs List or the Qualified Transporters List. The recycling facility must blend the paint into a usable paint product. The facility may be required to add virgin material to ensure the final paint meets appropriate industry specifications as a usable product. The Government's estimates for the recycling CLINs listed above are based on the best information available. Some latex paint may also be anticipated under the appropriate disposal CLIN.

b. Any shipments outside the United States must comply with all international agreements and all applicable foreign laws. If the Contractor will be exporting directly from the DoD activity, the Contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the COR with the shipping documentation in accordance with C.15.

c. Throughout the life of the contract, the contractor must maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and must be made available to the Contracting Officer upon request.

d. If a waste designated for reclamation does not meet required parameters, the contractor must notify the ACO, in writing, of the rationale and proof for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

e. The contractor agrees to be bound by the terms and conditions contained in clause H.30, INDEMNIFICATION, and I.128, HAZARDOUS WASTE LIABILITY DFARS 252.223-7005 (OCT 1992). The contractor will provide an audit trail as stated in C.13.

(X) C.62 RECYCLING OF ALKALINE BATTERIES - CLIN 9404AB
(MARCH 18, 1998)

a. The contractor is required to recycle zinc from batteries removed under the CLIN listed above. The batteries may be filled with electrolyte. If any item or component removed under this CLIN remains as a RCRA regulated waste or a DoT hazardous material, the contractor shall send it only to firms on the Qualified TSDFs List or the Qualified Transporters List. The contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state and local regulations. The Government's estimates for the recycling CLINs listed above are based on the best information available. Some alkaline batteries may also be anticipated under the appropriate disposal CLIN.

b. Any shipments outside the United States must comply with all international agreements and all applicable foreign laws. If the Contractor will be exporting directly from the DoD activity, the Contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the COR with the shipping documentation in accordance with C.15.

c. Throughout the life of the contract, the contractor must maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and must be made available to the Contracting Officer upon request.

d. If a waste designated for recycling does not meet required parameters, the contractor must notify the ACO, in writing, of the rationale for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

e. The contractor agrees to be bound by the terms and conditions contained in clause H.30, INDEMNIFICATION, and I.128, HAZARDOUS WASTE LIABILITY DFARS 252.223-7005 (OCT 1992). The contractor will provide an audit trail as stated in C.13.

**(X) C.63 RECYCLING OF MAGNESIUM BATTERIES - CLIN 9404MG
(MARCH 18, 1998)**

a. The contractor is required to recycle metal and plastic casing from magnesium batteries removed under CLIN 9404MG. The batteries may be filled with electrolyte. If any item or component removed under this CLIN remains as a RCRA regulated waste or a DoT hazardous material, the contractor shall send it only to firms on the Qualified TSDFs List or the Qualified Transporters List. The contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, state and local regulations. The Government's estimates for the recycling CLINs listed above are based on the best information available. Some magnesium batteries may also be anticipated under the appropriate disposal CLIN.

b. Any shipments outside the United States must comply with all international agreements and all applicable foreign laws. If the Contractor will be exporting directly from the DoD activity, the Contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the COR with the shipping documentation in accordance with C.15.

c. Throughout the life of the contract, the contractor must maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and must be made available to the Contracting Officer upon request.

d. If a waste designated for recycling does not meet required parameters, the contractor must notify the ACO, in writing, of the rationale for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

e. The contractor agrees to be bound by the terms and conditions contained in clause H.30, INDEMNIFICATION, and I.128, HAZARDOUS WASTE LIABILITY DFARS 252.223-7005 (OCT 1992). The contractor will provide an audit trail as stated in C.13.

(X) C.65 RECYCLING OF DRUMS - CLIN 9404DE (MARCH 18, 1998)

a. The contractor is required to recycle RCRA empty plastic and metal drums. Previous contents of the containers may be either RCRA or non-RCRA regulated. Limited amounts of residues may remain in the drums. The contractor shall accomplish recycling by cleaning and reusing drums. Containers that are badly damaged shall be cleaned and recycled for scrap metal/plastic content. If any item or component removed under this CLIN remains as a RCRA regulated waste or a DoT hazardous material, the contractor shall send it only to firms on the Qualified TSDFs List or the Qualified Transporters List. The contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, State, and local regulations.

The Government's estimates for the recycling CLINs listed above are based on the best information available. Some drums may also be anticipated under the appropriate disposal CLIN.

b. Any shipments outside the United States must comply with all international agreements and all applicable foreign laws. If the Contractor will be exporting directly from the DoD activity, the Contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the COR with the shipping documentation in accordance with C.15.

c. Throughout the life of the contract, the contractor must maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and must be made available to the Contracting Officer upon request.

d. If a waste designated for recycling does not meet required parameters, the contractor must notify the ACO, in writing, of the rationale and proof for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

e. The contractor agrees to be bound by the terms and conditions contained in clause H.30, INDEMNIFICATION, and I.128, HAZARDOUS WASTE LIABILITY DFARS 252.223-7005 (OCT 1992). The contractor will provide an audit trail as stated in C.13.

**(X) C.67 RECYCLING OF LITHIUM SULFUR DIOXIDE BATTERIES - CLIN 9304LS
(MARCH 18, 1998)**

a. The contractor is required to recycle lithium salts from batteries removed under the CLIN listed above. If any item or component removed under this CLIN remains as a RCRA regulated waste or a DoT hazardous material, the contractor shall send it only to firms on the Qualified TSDFs List or the Qualified Transporters List. The contractor will be required to dispose of all resulting solid wastes in accordance with all Federal, State, and local regulations. The Government's estimates for the recycling CLINs listed above are based on the best information available. Some lithium-sulfur dioxide batteries may also be anticipated under the appropriate disposal CLIN.

b. Any shipments outside the United States must comply with all international agreements and all applicable foreign laws. If the Contractor will be exporting directly from the DoD activity, the Contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the COR with the shipping documentation in accordance with C.15.

c. Throughout the life of the contract, the contractor must maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and must be made available to the Contracting Officer upon request.

d. If a waste designated for recycling does not meet required parameters, the contractor must notify the ACO, in writing, of the rationale for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

e. The contractor agrees to be bound by the terms and conditions contained in clause H.30, INDEMNIFICATION, and I.128, HAZARDOUS WASTE LIABILITY DFARS 252.223-7005 (OCT 1992). The contractor will provide an audit trail as stated in C.13.

**(X) C.68 ACCEPTANCE OF DISPOSAL SERVICES INVOLVING RECYCLING/
RECLAMATION OF BATTERIES (APR 1997)**

a. The contractor is required to recycle/reclaim all batteries identified in applicable sections C.54, C.56, C.57, C.62, C.63, and C.67. In addition, batteries ordered under the appropriate disposal CLINs may be recycled.

b. The contractor shall identify any facility that receives batteries for recycling/reclamation. The recycler must provide a certification to the ACO for each DRMS disposal contract affected; signed by a responsible official of the facility which:

(1) Describes the procedure for the disposition/sale of the recovered products (e.g., lead, nickel, cadmium, zinc, lithium, metal, plastic).

(2) Describes the treatment/disposition methods for liquids in wet-filled batteries.

(3) Identifies by name, address and EPA ID number, all facilities which may receive the various components.

(4) Guarantees the recovered products will not be shipped outside the United States, without prior authorization of the Contracting Officer. If shipped outside the United States, list all countries that may receive the recovered product. If the components are shipped outside the United States, that a copy of the notification of intent to export and the EPA Acknowledgment of Consent will be provided with the certificate of recycling.

c. DRMS prime contractors must obtain DRMS approval prior to the use of any recycler that receives batteries described above. In addition, these facilities must meet the criteria outlined at clause H.5. Use of these facilities must be on a contract-by-contract basis. Use of such facilities without prior DRMS approval will result in reversion to the standard tracking system, consisting of a manifest or bill of lading to the recycling facility, a manifest from the recycling facility to the facility(ies) receiving various components and certificate(s) of destruction issued by the facility(ies).

d. DRMS will accept disposal services only after acceptance of the recycler's certification and proof of manifested receipt by the recycling facility. A manifest receipt is defined as a certificate of recycling from the recycler, referencing the manifest is accepted.

e. Any inconsistency between this provision and C.13 shall be resolved by giving precedence to this provision.

**(X) C.70 CERTIFICATES OF DISPOSAL/DESTRUCTION CLIN 6680
(MARCH 18, 1998)**

Prime contractor shall obtain and provide necessary documents to prove that final disposal of all CLINs 9100-9899 has been accomplished. Applicable Certificates of Final Treatment or Disposal shall be provided to the generator identified on the applicable manifest or shipping papers. CDs require certification from agents, officials, or employees of the Qualified Facilities that provided final treatment and/or disposal. Certifications must be provided within timeframes specified in Clause F.3. CLIN 6680 will be ordered as one (1) each for every disposal CLIN (9100-9899) that requires a certification.

(X) C.75 PROCEDURES FOR REMOVING WASTE AT NNSY (MARCH 18, 1998)

(a) In addition to the notification requirement in contract Clause C.9, upon arrival of cargo transport vehicle, the Contracting Officer's Representative(COR) must be notified by phone.

(b) Loading Requirements

(1) The NNSY has developed Preload and Postload Checklist for waste removal as shown on Attachment IX. The checklists are solely for the benefit of NNSY and do not in any way relieve the Contractor of his responsibility for compliance with DoT requirements, any other regulatory requirements (Federal, state, and local) or any other provision of this contract. NNSY reserves the right to update the checklists at any time during this contract. Tankers are required to have previous manifest, certified rinse tickets, all permit papers, previous shipping documents to ensure compatibility, pass a leak-free valve test, pass inspection based on DoT specifications, and be empty. NNSY requires the operator of the transport vehicle to maintain a copy of the Virginia Hazardous Waste Transporter Permit and the destination state Hazardous Waste Transporter Permit, if applicable, and a current North American Emergency Response Guide for review by Government personnel. Tankers will be staged for shipment at NNSY pass office no later than 9:30 a.m., for preload inspection. NNSY has the right to reschedule preload inspections if transport vehicles are unavailable by 9:30 a.m., at no additional cost to the Government. Additional personnel may be required by the Contractor to support existing and rescheduled shipments.

(2) NNSY personnel and the Contractor shall conduct preload vehicle inspection for DoT specification compliance. Contractor shall provide all pertinent documents at this time. If cargo transport vehicle fails preload inspection, the Contractor shall correct any discrepancies or provide an acceptable vehicle at no additional costs to the Government. No waste shall be loaded until satisfactory completion of preload inspection, for each and subsequent loads of similar materials.

(3) NNSY personnel and the Contractor shall perform postload vehicle inspection for DoT shipping compliance. Waste shipment will not be released from the shipyard if the vehicle fails to pass postload vehicle inspection.

(4) The Contractor shall allow one (1) hour for preload vehicle inspection, and two (2) hours for postload vehicle inspection and manifesting of waste out of the shipyard. This does not include Contractor's time for acquiring shipyard passes for personnel and equipment or correcting DoT deficiencies of vehicles. If multiple manifest/shipping documents are to be reviewed, additional time will be needed.

(5) NNSY personnel and the Contractor driver shall confirm the identity of the material to be loaded. The driver shall sign Driver Emergency Plan (Attachment X), and Transportation Route Sheet (Attachment XI).

(6) If the Contractor is unable to complete the preload, load, and postload cycle within the regular working hours, the Contractor shall hold over until the next regular working day, at no cost to the Government.

(c) Weighing Requirements:

(1) The Contractor shall stage the vehicle for weigh-in. The vehicle shall be weighed on Government scales. Cargo tank trailer shall be weighed separately from tractor truck and scale tickets must be available to the generator and Contractor, unless waived by NNSY.

(2) The Contractor shall stage vehicle for weigh-out.

(d) Bulk removals at the NNSY shall not be combined with non-bulk removals, but with a separate Contractor team, may be performed the same day.

(e) The Contractor shall provide for each container shipment DoT proper shipping name for Government approval. The Government representative and the Contractor/Transporter shall sign the manifest.

(f) Upon satisfactory completion of all checklists, load will be considered complete, and the truck will be released.

**(X) C.76 MANAGEMENT SERVICES - CLINs 6608 and 6609 at NNSY
(MARCH 30, 1998)**

a. SCOPE OF WORK: This section provides a summary of contents for the Statement of Work (SOW) for the hazardous waste/material analysis and management services required by the NNSY, Virginia ONLY, when ordering services under CLIN 6609. The Contractor shall provide, in addition to the contract requirements listed under Clause C.3, for services ordered under CLIN 6609, all labor, equipment, tools, materials, supplies, waste analysis and labpacking or overpacking necessary to process waste streams for turn-in to the DRMO and maintain disposal records.

b. STATEMENT OF WORK: The Contractor shall prepare hazardous waste items for turn-in to DRMO Norfolk, in accordance with, instructions in DoD 4160.21-M, Chapter 10 (See Attachment XII). This may consist of any or all of the following: Performing chemical analysis in accordance with the requirements stated in Clause C.49; identification of the waste per NNSY Environmental Protection Manual, Chapter III.A 2.; obtaining a copy of the Material Safety Data Sheet (MSDS) if not available from NNSY; preparing the waste profile sheet (DRMS Form 1930)(See Attachment VI); preparing Data Turn-In Document (DTID), DD Form 1348-1A (see Attachment VII); labeling each container with the proper accumulation start date, waste name and DTID number; overpacking small containers of compatible commodities for shipment and preparing a single DTID for each overpack; and annotating each DTID with the proper contract CLIN and disposal cost. All identical material must be consolidated for disposal to a single document. The Contractor will also ensure all containers are properly labeled, in accordance

with, EPA and DoT requirements and stored at Area B260. Each DTID prepared must also be annotated with the proper disposal contract CLIN and disposal unit price.

(1) The Government will not furnish any Government Furnished Equipment (GFE) except as identified at contract clause C.34.

(2) The Contractor will not be provided a permanent work site at the NNSY. The NNSY accumulation point is Building B260.

c. PERSONNEL:

(1) Contract Manager: The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of any person or alternate(s) who can act for the Contractor when the manager is absent shall be designated in writing to the COR at least fifteen(15) calendar days prior to contract start date.

(2) The contract manager or alternate(s) shall have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract.

(3) The contract manager and alternate(s) and all other Contractor personnel must be able to read, write, speak and understand the English language.

(X) C.77 REMOVAL OF BULK LIQUIDS AND BULK SLUDGE FROM TANKS -
CLINs 9206, 9206RR, 9406, 9506, 9536, and 9906 (MARCH 18, 1998)

a. The Contractor is required to provide all necessary supplies, manpower, equipment, and services to remove all liquid and sludge contents from tanks.

b. To remove the contents of the tanks, the Contractor may have to utilize a tanker truck capable of delivering high pressure suction to remove the entire liquid and sludge contents. One hundred feet of hose should be sufficient to remove the waste from the bulk tanks. Use of barges for removal of bulk liquids will be allowed by NNSY contingent on the availability of dock space. Contractor must coordinate intended barge use with the NNSY Environmental Office (Code 106) and permission to use barges will be granted on a case-by-case basis.

c. The Contractor will be responsible for clean up, removal, and disposal of all spill occurring during the waste removal process. Spill clean up materials must be present and easily accessible prior to commencing loading.

d. Tank entry by Contractor personnel is not required for bulk pumping.

e. Work will be performed during normal working hours of the installation where the tank(s) are located.

f. The Contractor will be required to pump and remove the bulk liquid contents of tanks and other bulk storage containers at NNSY. The Contractor will be required to make bulk removals

from a variety of tanks and bulk containers located at the NNSY and both the St. Julien's Creek and South Gate Annexes. All tanks are above ground and range in size from 1,000 to 10,000 gallons. Barge tanks range in size from 80,000 to 175,000 gallons. The maximum distance from truck parking to tanks is 80 feet. Contractor should be equipped with a minimum of 100 feet of hose for pumping purposes. See Clause F.4 for appropriate time frames.

(X) C.78 LOADING BULK SOLIDS - CLIN 6610 (MARCH 18, 1998)

a. At times, NNSY will require the Contractor to provide the capability to load bulk solids, that have been ordered for disposal, into the contractor-supplied rolloff. When this loading service is required, CLIN 6610 will be ordered on a task order that includes the CLIN for the waste requiring disposal. The loading services required will include loading either bulk solids, such as soils and debris in piles, into a rolloff or emptying bulk solids contained in drums into a rolloff. The contractor will leave the empty drums for the Government to process for reuse or disposal.

b. The drums and roll-offs will be staged together. The materials in the drums may require scraping, cutting, etc., to completely remove the contents. Contractor is required to provide a front end loader and/or forklift to accomplish this work. Equipment must meet all safety standards (See Clause C.7) of both the Government and NNSY.

(X) C.79 SPECIAL SERVICE TO EMPTY HAZARDOUS CONTAINERS - CLINs 6613HS, 6613HM, and 6613HL AT NNSY (MARCH 31, 1998)

a. CLINs 6613HS, 6613HM and 6613HL will be ordered by issuance of a written task order for each container requiring cleaning as described below. The containers will be classified by size as follows:

1. CLIN 6613HS - less than 5 gallon capacity
2. CLIN 6613HM - 5 gallon to 30 gallon capacity
3. CLIN 6613HL - more than 30 gallon capacity

b. When containers of hazardous property are placed into a larger outer container and the interior packaging is a mix of different sized containers requiring emptying, the Government will order one (1) "each" of the appropriate CLIN for each container to be emptied.

c. The intent of this work is to remove waste from HW/HM containers (other than paints) and consolidate the removed waste into DoT approved containers (can/drums) for disposal under a separate disposal CLIN. The removed waste must be compatibly segregated in separate containers based on the wastestream in the original container. The Contractor shall provide all the labor, material, and services to remove and repackage the container's contents. The containers may contain, but are not limited to, oil, solvents, liquids or solids. The Contractor shall use acceptable mechanical means (scraping, shoveling, pouring, wiping, or pumping) to remove waste from the old containers (the original containers as turned-in) and consolidate the waste into new containers. The old containers must meet the definition of "empty", in accordance with, 40 CFR 261.7, after removal of the waste. The Contractor shall utilize existing container

labels/information and personnel trained in hazardous waste knowledge of HW/HM capability in order to perform consolidation of waste. The Contractor shall label, identify, and store the new repackaged container in accordance with all DoT, EPA, state, and local regulations. NNSY will provide in-house labels (to meet NNSY requirements) to the Contractor, as well as, the proper description to put on the labels for the new bulked containers, and a point-of-contact to notify when a bulked container is ready for NNSY to transport to their storage facility. The old empty container shall be stored in rolloffs in such a manner as to be protected from the weather. Containers vary in size up to 85 gallons. Empty containers will be disposed of as described in clause C.80. Attachment XIV provides guidance that can be used to consolidate compatible groups.

d. Contractor shall complete the work within seven (7) calendar day of receipt of a written task order. The task order will be sent via facsimile.

e. Contractor must provide a work plan, as part of the Contractor Quality Control Plan (see clause E.3), to be approved by both the COR and NNSY. The plan must describe how the work above will be done, and to ensure HW/HM spills do not contaminate the work area.

(X) C.80 DISPOSE OF EMPTY CONTAINERS - CLIN 9907NT (MARCH 18, 1998)

a. When a written task order is issued for CLIN 9907NT, the Contractor shall provide all labor, services, equipment, and materials to dispose of containers that have been rendered empty in accordance with, 40 CFR 261.7. If the Contractor elects to crush to shred the containers on-site, the Government will provide the contractor a work area to crush/shred empty containers. The empty containers (crushed or shredded container) must be stored off the grown in a contractor—provided bulk container, such as a rolloff.

b. The Contractor shall provide these containers, used to store the crushed or shredded containers for disposal, as part of the cost of this CLIN. The bulk storage containers must provide weather protection and ensure liquids do not collect within the empty containers prior to disposal. A storage area shall be provided on the NNSY property. Contractor shall also load, pickup, package, label transport, and dispose of all empty and/or crushed containers in compliance with DoT, EPA, state and local regulations.

c. CLIN 9907NT will be ordered in pounds of empty containers that require disposal.

d. Contractor shall complete within seven (7) calendar days of receipt of a written task order. Disposal and/or task order shall not be completed until the shipping documentation is received by the COR. Task orders will be sent via facsimile.

e. Contractor must provide a work plan, in their Contractor Quality Control Plan (See clause E.3). This plan must describe how the work will be done to ensure spills do not contaminate the work area. If the Contractor elects to crush or shred empty containers on-site prior to shipment, the Contractor shall provide an On-Site Container Crushing/Shredding Plan. At a minimum, this plan shall include methods for container rinsing, crushing, residual material contaminant, and disposal of residual liquid when container is crushed.

(X) C.81 SPECIAL SERVICE TO SEGREGATE REFUSE DUMPSTERS OR BOXES - CLIN 6613DM (MARCH 18, 1998)

a. When CLIN 6613DM is ordered by a written task order, the Contractor shall provide all services and materials to inspect and remove all material and debris that is contaminated with HW/HM including the HW/HM container (drum, can, bottle) from a dumpster/box requiring segregation services. This service will primarily be required by NNSY. The contaminated debris from NNSY refuse containers are normally contaminated with liquid from paint cans or other paint-related solvents, as well as other waste, hazardous and non-hazardous. The paint and paint-related material may be liquid or dried and may be considered hazardous. The Contractor shall clean the contaminated/affected surface area of the refuse container using acceptable methods (wiping, sweeping, scraping, scrubbing). There may be acceptable mechanical means for scraping that NNSY will approve. No cleaning solvent shall be used without prior approval of the COR and the NNSY Environmental Office (Code 106.3). The Contractor shall segregate and properly containerize all of the removed material per EPA and DoT requirements for storage, transportation, and disposal. Appropriate disposal CLINs will be used for the disposal of all waste from this process.

b. Contractor shall complete work within forty-eight (48) hours of issuance of a written task order.

c. Before cleaning containers and bulking or consolidating HW/HM, the contractor must provide a work plan, as part of the Contractor Quality Control Plan (see clause E.3). The plan must describe how the work will be done to ensure HW/HM spills do not contaminate the work area. See clause F.3 for performance timeframe.

(X) C.82 INFORMATION CONCERNING CERTAIN LARGE BULK WASTE STREAMS - CLINs 9407BG, 9907BG, 9907SD (MARCH 18, 1998)

a. When CLIN 9907SD is ordered by a written task order, the removal of spill debris will be required. Rolloffs (CLINs 6615BB, 6615BX, 6615CC, and/or 6615CX) and possibly loading (CLIN 6610), will also be required. The required Rolloff and/or Loading CLIN(s) will be ordered on the same task order as CLIN 9907SD. This waste stream will consist of concrete, soil, and debris contaminated with petroleum products. This material is generated from cleanups of spill areas, gas stations, tanks, etc. All soil that is high total petroleum hydrocarbons (TPH) must go to a treatment facility for treatment and disposal.

b. CLINs 9407BG and 9907BG will be ordered by issuance of a written task order when removal of blast grit is required. NNSY and Portsmouth Coast Guard Support Center (CGSC) are the anticipated users of these CLINs, although, any generator listed on the Pick-Up Locations listing may order these CLINs. Rolloffs (CLINs 6615AA, 6615AX, 6615BB, and/or 6615BX) and possibly loading (CLIN 6610) will also be required. The required Rolloff and/or Loading CLINs will be ordered on the same task order as CLINs 9407BG and/or 9907BG. This waste stream will consist of blast grit derived from paint removal operations.

D.0 SECTION D - PACKAGING AND MARKING

(X) D.1 PACKAGING, MARKING AND LABELING (MAR 1996)

a. The contractor shall package, mark, label and placard all items in such manner that all applicable Federal, state, and local EPA and DoT regulations are met. Packaging, shipping names, marking, labeling, placarding etc., under the terms of this contract will be in accordance with 49 CFR exclusive of Performance Oriented Packaging Standards (POP, HM 181), until these standards become mandatory. If items must be packaged for proper shipment, the Contractor shall perform such repackaging and furnish all required materials. When repackaging is necessary, the contractor shall be responsible for disposal of the original container and placarding in a manner that complies with all applicable Federal, state and local EPA and DoT regulations (49 CFR). The contractor shall also provide and affix the appropriate placards to each vehicle prior to leaving Government premises.

b. If the contractor elects to package compatible items in the same container, then the contractor must provide an all-inclusive packing list showing each item and its respective quantity. This list shall be placed outside the outermost container. A copy of the packing list must be attached to the manifest. Contractor furnished overpack containers and materials will not be included in the total weight calculations for payment purposes.

c. The contractor shall not package RCRA or state regulated waste, CLINs 9101 through 9899 together with non-regulated waste, CLINs 9901 through 9999.

E.0 SECTION E - INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE FAR REF. 52.252-2 (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

REF. NO.	TITLE	FAR REF.	DATE
(X) E.1	INSPECTION OF SERVICES-FIXED PRICE	52.246-4	(AUG 1996)
(X) E.2	USE OF COMMERCIAL CONCERNS TO PERFORM INSPECTION OF SERVICES AND FACILITIES	DRMS	(APR 1986)

(a) The Government reserves the right to utilize the services of commercial concerns to perform, or assist in the performance of inspections or tests of contractor and/or subcontractor services as provided in clause E.1. Such inspections and tests may include, but shall not be limited to: The manner of contractor and or subcontractor handling, packaging, loading, transportation, storage and/or disposition of hazardous wastes under the contract; and inspection of manifests, certificates of disposal, and other records and documentation required of the contractor in performing the contract.

(b) Duly authorized commercial concerns will present a letter of authorization identifying themselves as a representative of the Government prior to inspection or testing. Such inspections and tests shall be performed in a manner that will not unduly interfere with contract performance.

(c) These commercial concerns are independent contractors with limited grants of authority. They may not modify or interpret contracts or otherwise act on behalf of the Government except as provided in this clause. The Government assumes no liability or responsibility for any actions of the commercial concerns or their employees, agents, or representatives.

(X) E.3 CONTRACTOR QUALITY CONTROL DRMS (MARCH 18, 1998)

(a) In accordance with the clause entitled "INSPECTION OF SERVICES," FAR 52.246-4, the Contractor must establish and maintain an effective quality control program designed to provide assurance that all contract requirements, whether performed by the Contractor or by subcontractors, are being accomplished in an acceptable manner.

(b) A general description of the Contractor's quality control program must be available for Government review before award of the contract. Three copies of the complete quality control program must be provided to the administrative contracting office (ACO) within 15 days after the date of award. The program will be subject to disapproval in whole or in part, upon initial review, and at any time during the life of the contract, if the Contracting Officer determines that it does not accomplish its objectives. The program must include:

(1) A quality control inspection system covering all contract services. It must specify areas to be inspected on either a scheduled or unscheduled basis and how inspections are to be conducted.

(2) The names and qualifications of the individual(s) tasked with performing the quality control inspections, and the extent of their authority.

(3) A method for prompt detection of any condition which fails to conform to contract requirements, and corrective action procedures which shall include procedures for correcting, the deficiency and necessary measures to prevent recurrence of similar deficiencies.

(c) The Contractor must maintain a file, through the life of this contract, of all quality control inspections, inspection results, corrective actions required, and corrective actions taken. This file will be the property of the Government, and must be made available to the Contracting Officer during regular business hours. The file will be delivered to the Contracting Officer within 30 days after completion or termination of the contract.

(d) This CQC Plan will be approved by the Contracting Officer with the concurrence of the COR and NNSY (as appropriate).

(X) E.4 PLACES OF GOVERNMENT INSPECTION DRMS (OCT 1993)

(a) All services will at all times be subject to inspection by the Contracting Officer and his authorized representatives. The Government will have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any government entity or agency to the Contractor or its subcontractors which are applicable to the performance of services under this

contract; to inspect and test, at its own expense, transportation vehicles or vessels, containers, and disposal facilities provided by the contractor and any subcontractors; and to inspect the handling, loading, transportation, storage and disposal operations conducted by the Contractor or its subcontractors in the performance of this contract.

(b) The Government will be afforded free access to any facility used by the Contractor and any subcontractors in performing services under this contract, including offices and facilities where contract-related records are retained. Government inspections of Contractor and subcontractor facilities may be scheduled or unscheduled, i.e., announced or unannounced. The purpose of these inspections is to assist the Government in determining the conformance of services with contract requirements.

(c) The Contractor is solely and exclusively responsible for the quality of all services performed under this contract. The Government's right to conduct inspections at Government, Contractor, or subcontractor facilities, does not relieve the Contractor of this responsibility. Neither Government failure to make such inspection, nor failure to discover nonconforming services, shall prejudice the rights of the Government thereafter to reject services, nor relieve the Contractor of its obligation to perform work strictly in accordance with the contract.

(d) The Contractor, in its agreements with subcontractors, shall ensure that the inspection rights described herein are afforded the Government by each subcontractor performing services under this contract.

F.0 SECTION F - DELIVERIES OR PERFORMANCE

CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: “www.arnet.gov/far/”.

(X) F.1 STOP-WORK ORDER FAR 52.242-15 (AUG 1989)

(X) F.2 GOVERNMENT DELAY OF WORK FAR 52.242-17 (APR 1984)

(X) F.3 PERIOD OF PERFORMANCE DRMS (MARCH 18, 1998)

The Contractor shall begin contract performance upon issuance of each written task order. All work under this contract, including submittal of all required reports and disposal documentation shall be completed/submitted to the Contracting Officer within two hundred seventy (270) calendar days after issuance of each written task order for hazardous items with a final disposal method other than destructive incineration. For hazardous items which must be disposed of via destructive incineration, all work under this contract, including submittal of all required reports, and disposal documentation shall be completed/submitted to the Contracting Officer within three hundred sixty (360) calendar days after issuance of each written task order.

The timeframe for completion of work on the 6000 Series CLINs at NNSY (including St. Julien's Creek Annex and South Gate Annex) is fifteen (15) calendar days except as noted below. The performance timeframe for all other pick up locations is thirty (30) calendar days except as noted below. The following acronyms are defined: calendar days (CDs), work days (WDs), and task order (TOs).

C.9 NOTIFICATION: a) Notify COR at least 5 CDs before site visits, analysis or pick ups.
b) Initial visits to NNSY require a written request on company letterhead be submitted to NNSY at least two (2) WDs prior to site visits.

C.15 SHIPPING DOCUMENTATION: Submittal is required at least 5 WDs prior to removal.

C.31 RCRA VS NON-RCRA CLINS: Notification to the COR is required at least three (3) WDs prior to conducting any sampling when no analysis CLIN is ordered.

C.38 RETROGRADES: Removal of retrogrades from the Point of Entry is required within 96 hours of property availability.

C.47 PERFORM ANALYSIS - CLINS 6600, 6617, 6617AA, 6617B, 6617AC, 6619, 6619AE, 6620, 6621, 6623, 6635, 6655, 6660, 6664, and 6666: Analytical data with the chain-of-custody form shall be submitted to the COR within 21 CDs of issuance of a written task order for all pick up points except NNSY. Analysis for NNSY will be completed within the standard timeframe stated above.

C.49 IDENTIFY UNKNOWN WASTE STREAMS AND PREPARE WASTE PROFILE FORMS - CLINS 6608, 6619, 6621, AND 6622: Step One - 20 CD from issuance of a written DO. Step Two - 15 CD from issuance of a written task order. Submit the original analytical data and chain of custody forms to the COR within 50 CDs of issuance of a written task order.

C.50 PROVIDING STORAGE CONTAINERS AND RENTAL CHARGES - CLINS 6615BB, 6615CC, 6615BX, 6615CX AND 6615YY: The Initial Placement and Replacement of Rolloffs is required within 5 CDs of issuance of a written task order.

C.51 CHARGES FOR EXPEDITED REMOVALS - CLINS 6611AA, 6611BB AND 6611CC: When the following CLINs are ordered with disposal (9000 series) CLINs, waste will be removed within the following number of days: 6611AA (15 CDs), 6611BB (7 CDs), 6611CC (3 CDs).

C.51 CHARGES FOR EXPEDITED PERFORMANCE - CLINS 6611DD and 6611EE: When the following CLINs are ordered with the special services (6000 series) CLINs, performance will be completed within the following number of days: 6611DD (7 CDs) and 6611EE (3 CDs).

C.53 RECYCLING VIA FUELS BLENDING CLINs 9102RR, 9206RR: If waste does not meet the requirements for fuels blending, the contractor must provide supporting documentation to the ACO within 14 CDs after the rejection in accordance with (IAW) clause.

C.79 SPECIAL SERVICE TO EMPTY HAZARDOUS CONTAINERS - CLINs 6613HS, 6613HM, and 6613HL: Performance shall be completed within 7 CDs.

C.80 DISPOSE OF EMPTY CONTAINERS - CLIN 9907NT: Performance shall be completed within 7 CDs .

C.81 SPECIAL SERVICE TO SEGREGATE REFUSE DUMPSTERS OR BOXES - 6613DM: Work must be completed within 48 hours.

(X) F.4 REMOVAL DRMS (MARCH 18, 1998)

a. All items shall be removed from NNSY (including St. Julien's Creek Annex and South Gate Annex), within fifteen (15) calendar days after issuance of each written task order. All items removed from other locations identified on the Pick-Up Location's listing shall be removed within thirty (30) calendar days of issuance of each written task order. Exceptions to these timeframes are as follows:

b. C.80, DISPOSE OF EMPTY CONTAINERS - CLIN 9907NT: Work shall be completed within seven (7) calendar days after issuance of a written task order.

(X) F.5 DISPOSAL DRMS (MAY 1991)

Disposal of all items identified in this contract shall be completed as follows; within two hundred twenty-five (225) calendar days after issuance of each written task order for hazardous items with a final disposal method other than destructive incineration. For hazardous items which must be disposed of via destructive incineration, disposal of all items shall be completed within three hundred (315) calendar days after issuance of each written task order.

(X) F.6 CONTRACT PERIOD DRMS (OCT 1993)

Task orders against this contract may be written for a period of **eighteen (18)** months from date of award or **August 21, 1998**, whichever is later.

(X) F.8 OPTION TO EXTEND CONTRACT PERIOD DRMS (MAR 1992)

In accordance with I.102, OPTION TO EXTEND THE TERM OF THE CONTRACT, FAR 52.217-9, the Government may unilaterally extend the contract period for a period of twelve (12) months within the limits and at the rates stated in the schedule. The contracting officer may exercise this option by written notice to the contractor at least fourteen (14) days before the end of the contract period. If the Government exercises this option, the extended contract shall be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed **sixty (60)** months.

(X) F.10 EXTENSION OF SERVICES DRMS (OCT 1996)

In accordance with clause I.68, OPTION TO EXTEND SERVICES, FAR 52.217-8, the Government may unilaterally extend the contract period upon the same terms and conditions of the contract for a period not to exceed six (6) months.

The Government may extend the contract period under this clause and clause I.68 at the end of the base contract period or at the end of any twelve (12) month option period.

The Government must notify the contractor of extensions authorized under this clause and clause I.68 by written notice at least seven (7) calendar days prior to the end of the base contract period, any option period, or any previous extension.

(X) F.11 CERTIFICATE OF INSURANCE DRMS (FEB 1994)

In accordance with clause I.103, INSURANCE - WORK ON A GOVERNMENT INSTALLATION, FAR 52.228-5 (SEP 1989), a Certificate of Insurance shall be provided to the contracting officer at the address listed in block 5 of the Standard Form 26, AWARD/CONTRACT, within ten (10) days from the date of award.

G.0 SECTION G - CONTRACT ADMINISTRATION DATA

(X) G.1 ADMINISTRATIVE CONTRACTING OFFICE (ACO) DRMS (APR 1984)

The Contracting Officer will be the Administrative Contracting Officer (ACO) responsible for this contract unless designated by separate correspondence.

**(X) G.2 CONTRACTING OFFICER'S REPRESENTATIVE
DoD FAR SUP 252.201-7000 (DEC 1991)**

a. Definition.

"Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

b. If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(X) G.5 APPOINTMENT OF CONTRACTOR REPRESENTATIVE DRMS (APR 1986)

The Contractor shall provide in the space below the name and telephone number of at least one responsible individual who will serve to respond to operational problems and/or emergencies on a 24 hour basis. The Contractor agrees that notice to his designed representative shall constitute notice to the Contractor and agrees to be bound by any commitments or representations made by the representative.

NAME _____

TITLE _____

PHONE NUMBER _____

24 Hour Emergency No. _____

(X) G.6 REMITTANCE ADDRESS DRMS (APR 1986)

Prospective Contractors are requested to provide the following information:

REMITTANCE MAILING ADDRESS:

(X) G.7 EPA IDENTIFICATION NUMBER DRMS (APR 1984)

The Contractor shall provide in the following blank space his EPA Identification Number as received from the U.S. Environmental Protection Agency in acknowledgment of filing a Hazardous Waste Notification.

_____ EPA Identification Number

(X) G.10 REPORTING REQUIREMENTS DRMS (NOV 1996)

(a) If the contractor uses a TSDF which requires the generator(s) of hazardous waste to register with an out-of-state hazardous waste management facility prior to utilizing the facility, then the contractor must adhere to the requirements of Section C.10 and this clause.

(b) The contractor shall prepare and provide a Summary Manifest Report, including the completed manifest documents, to the generator (through the COR) for filing with the state regulator's office(s). This Summary Manifest Report will be provided in sufficient time to allow the generators to file the report(s) within the time frames allotted by each state. The required time frame will be established and documented when the Notification of Regulated Waste Activity form is submitted to the generator (through the COR) [see clause C.10]. The content of this

Summary Manifest Report will be in accordance with the regulations of the state requiring the report.

**(X) G.11 SUBMISSION OF DOCUMENTATION, ACCEPTANCE AND INVOICING
DRMS (MARCH 18, 1998)**

(a) SUBMISSION OF DOCUMENTATION

(1) The Contractor shall submit, within the time period prescribed in the provision at F.3, above, the following documentation:

(i) A cover letter, original and one copy, signed by a responsible company official certifying that all services rendered were performed in accordance with the terms and conditions of the contract and that reports of analysis have been provided to the Contracting Officer's Representative (COR).

(ii) All Manifest Tracking Logs (DRMS Form 1683), dated and signed by a responsible company official. Original and one copy.

(iii) All manifests or bills of lading. Original and one copy.

(iv) All Orders for Supplies or Services (Form DD 1155), or any other document which serves as the Pickup Report. Original and one copy.

(v) All certificates of recycling signed by a responsible facility official. Original and one copy.

(vi) All waste analysis, waste profile sheets, and land disposal restriction (LDR) forms, if not previously provided to the COR. Original and one copy.

(vii) CLINs 6600, 6617, 6617AA, 6617AB, 6617AC, 6619, 6619AE, 6620, 6621, 6623, 6635, 6655, 6660, 6664, and 6666: In addition to documentation cited in subparagraphs (a)(1)(i) & (iv) above, the following shall be submitted, if not previously submitted to the COR: Analytical forms, chain- of-custody forms, statement from the lab verifying the samples has/have been totally used up in the analysis or contractor's certification that sample was properly disposed of and the applicable chain-of-custody forms.

(viii) CLIN 6604: CLINs 6610, 6611AA, 6611BB, 6611CC, 6611DD, 6611EE, 6613AA - HS, 6615BB - ZH, and 6630MM: Documentation contained in subparagraph (i), (vi).

(ix) CLINs 6605ZA, 6605ZB, 6605ZC: Subparagraph(s) (i), (iv), and Inventory list if not previously submitted to the COR.

(x) CLINs 6609: Subparagraph(s) (i), (iv) and a copy of the DD Form 1348-1A if not previously submitted to the COR.

(xi) CLIN 6680: Subparagraph(s) (i), (vi) and a copy of the CD.

(2) This documentation will be submitted to:

(i) Defense Reutilization & Marketing Service
DRMS-LHOC
74 Washington Avenue, North
Battle Creek, MI 49017-3092

(ii) Two (2) copies of each certificate of recycling must also be provided to the applicable Defense Reutilization Marketing Office(s) (DRMO(s)).

(b) ACCEPTANCE OF SERVICES

(1) Upon receipt of the documentation discussed above, the services will be inspected, including review of the documentation submitted. The Government inspection period shall not exceed twenty (20) days. The system generated 591 report will be forwarded to the contractor signifying acceptance of services. A 591 report is considered "issued" when the Government deposits it in the mail. Untimely certification will be taken into account in the computation of any interest penalty owed the contractor under the Prompt Payment clause of this contract.

(2) If the Government decides not to accept the services, in whole or in part, because of deficiencies in the service or documentation provided by the Contractor, the Government will issue the Contractor written notification of deficiency within fifteen (15) calendar days after the completion of the inspection period specifying therein all deficiencies present in the documents forwarded. If mailed, a notification is considered "issued" when the Government deposits the notification in the mail. While such deficiencies shall preclude entitlement to interest based on constructive acceptance [reference clause I.113(a)(6)(i)], untimely notification will be taken into account in the computation of any interest penalty owed the Contractor under the Prompt Payment clause of this contract.

(3) Upon subsequent correction of the noted deficiencies and acceptance of services, the Government Representative will issue a 591 report for those services.

(c) INVOICING

(1) After the receipt of a 591 report, the Contractor may submit an invoice for payment for those items accepted. Separate invoices will be submitted for each task order issued under the contract. The Contractor shall submit the following documentation as a request for payment of the accepted services:

(i) Original and three (3) copies of the invoice. (Either the 591 report with **company invoice number, remittance address, original signature and date** or an original **company generated invoice** with **original 591** attached accompanied by the same number of copies as specified above.

(ii) All information required by the clause at I.113 entitled "PROMPT PAYMENT", FAR 52.232-25, paragraphs (a)(4)(i) through (viii).

(iii) The Contractor shall submit invoices to:

Defense Finance and Accounting Service
ATTN: DFAS-CO-LC
P.O. Box 369016
Columbus, OH 43236-9016

(d) PAYMENT FOR DISPOSAL

(i) Full payment of the contract line item price, may be paid in accordance with the Clause entitled Payments FAR 52.232-1 (APR 1984), when the contractor has satisfactorily removed all Contract Line Item Numbers (CLINs) on a task order from the Government facilities in accordance with terms and conditions of this contract and when the Contractor has accomplished the following for a specific line item:

(1) Removed the item(s) from the Government facilities in accordance with the terms and conditions of this contract.

(2) Properly documented the removal in accordance with the terms and conditions of this contract.

(3) Documented, to the Government's satisfaction, that the item(s) has been accepted at a facility listed on the contract and/or Qualified list where the item(s) will undergo final treatment/disposal. This documentation would normally include a manifest or bill of lading signed by the accepting facility.

(X) G.12 PARTIAL TASK ORDER PAYMENTS UPON FINAL DISPOSAL
DRMS (APRIL 1, 1998)

(a) The contractor may request payment for contract line item numbers (CLINs) removed under a task order even though all CLINs under the task order have not been removed. These partial task order payments will be effected under this clause only if the Contracting Officer determines that the failure of the Contractor to remove all CLINs on a task order arose out of causes beyond the control and without the fault or negligence of the Contractor. In such event, partial payments will be effected in accordance with the Clause entitled PAYMENTS, FAR 52.232-1 (Apr 1984), when the Contractor has satisfactorily completed the following services on a task order for CLINs that were removed:

(1) Remove the item(s) from the Government facilities in accordance with the terms and conditions of this contract.

(2) Properly documented, the removal in accordance with the terms and conditions of this contract.

(3) Documented, to the Government's satisfaction, that the CLINs have been accepted at a facility listed on the contract and/or Qualified List where the item(s) will undergo final treatment/disposal. This documentation would normally include a manifest or Bill of Lading signed by the accepting facility.

H.0 SECTION H - SPECIAL CONTRACT REQUIREMENTS

(X) H.2 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES FAR 52.222-42 (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination. Contents:

(a) Contribution of three (3) percent of basic hourly rate for health insurance.

(b) Contribution of seven (7) percent of basic hourly rate for retirement.

(c) Ten (10) paid holidays as follows:

New Year's Day	Martin Luther King Day	Columbus Day	Thanksgiving Day
Washington's Birthday	Independence Day	Veterans' Day	Christmas Day
Memorial Day	Labor Day		

(d) Paid sick leave as follows: Two (2) hours of sick leave each week for employees, regardless of years of service.

(e) Paid annual leave - vacation as follows:

(1) Two (2) hours annual leave each week for an employee with less than three (3) years of service.

(2) Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.

(3) Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

(f) Basic hourly rate by classification as follows:

CLASSIFICATION

BASIC
HOURLY
RATE

Technician	\$18.44
Truck Driver	13.55
Equipment Operator	13.69
Crane Operator	13.88
Fork Lift Operator	14.20
Tractor Operator	14.20
Laborer	10.05
Pilot	14.32
Secretary	11.21
Guard	10.06

(X) H.3 DOL WAGE DETERMINATION DRMS (OCT 1993)

Wage Determination No. 96-0223, dated 7/16/96, is applicable to this contract and is made a part hereof as Attachment No. II.

(X) H.5 USE OF TSDFS AND TRANSPORTERS DRMS (MAR 1998)

(a) The contractor shall use only the transporters and treatment, storage, recycling and disposal facilities (TSDFs) from the Qualified Facilities List and Qualified Transporters List. These lists are located on the World Wide Web at either <http://www.drms.dla.mil> or <http://www.drms.dla.mil/environmental/envIRON.html>. Contractors who do not have access to the World Wide Web may request a copy of the above lists from the contracting officer. See clause H.6, Additional TSDFs and Transporters for information on how the contractor may request that a TSDF or transporter be added to the qualified lists.

(b) DRMS has reviewed these TSDFs and Transporters in the past and has no reason to believe that they do not meet the H.5 standards. Inclusion of TSDFs and Transporters on the Qualified List does not constitute a determination of the acceptability of these TSDFs and Transporters for the requirements of this solicitation and any resultant contract or relieve the contractor of any responsibility for performing the contract resulting from this solicitation. It is the offeror's responsibility to ensure that it can perform all work required by the RFP with the firms listed under Clause H.5 and to propose additional firms under Clause H.6 to perform the work required if the TSDFs or Transporters listed in H.5 cannot meet the requirements. It does not imply consent by the Government to any subcontracts let by the contractor in the performance of the contract resulting from this solicitation.

(c) At any time during the period of this contract, the Government may remove a TSDF from the Qualified Facilities List located on the World Wide Web if any of the following apply:

- (1) The TSDF is currently closed.
- (2) The TSDF is identified as a significant noncomplier (exhibiting RCRA Class I violations for groundwater monitoring, closure, post-closure, or financial responsibility), and has not entered into a compliance schedule or similar action.

(3) The TSDF has been cited via an administrative order or judicial action, and the TSDF has not entered into a compliance schedule or similar action within 180 days from the time order or judicial action was issued.

(4) The TSDF has exhibited a history of noncompliance (including, but not limited to RCRA class I and II violations, OSHA violations, state and local violations, and DoT violations) or exhibited a lack of good faith in correcting the violations. A "good faith" effort would be exhibited through promptly signing a consent agreement with the regulatory authorities, and performing in compliance with the agreement for at least six months. Repeated violations may be considered as a lack of "good faith."

(5) The TSDF has been identified as having groundwater contamination or is not acceptable under the state's groundwater anti-degradation policy.

(6) The TSDF is not permitted to and/or is not capable of handling the property proposed.

(7) The TSDF received a negative recommendation as a result of a DRMS inspection visit during the preceding 12 months without substantive evidence of corrected deficiencies.

(8) The TSDF stores/treats the waste, then ships out the regulated DRMS hazardous waste to a TSDF excluded under any of the H.5(c) requirements.

(9) The TSDF's financial assurance is not sufficient to protect the Government's long term interests.

(10) Facilities that are unable to track property from entry to exit.

(11) The TSDF has repetitive history of managing property, after receipt, in a manner that causes the generator, identified on the manifest, to file exception reports in accordance with 40 CFR 262.42(a)(2), or state equivalent.

(d) At any time during the period of this contract, the Government may remove a transporter from the Qualified Transporter List if any of the following apply:

(1) The transporter does not have the appropriate Federal/state/local permits to transport property under this contract (hazardous or nonhazardous).

(2) The transporter has not provided documentation of at least a "satisfactory" rating from Department of Transportation (DoT) Office of Motor Carriers (OMC) or the California Highway Patrol. Should conflicting ratings be assigned, the most recent inspection will take precedence. Transporters used outside the 50 U.S. States are not required to provide an OMC satisfactory rating. All other requirements cited above are applicable.

(3) The transporter has exhibited a history of noncompliance (including RCRA, DoT, OSHA and state and local regulations governing hazardous materials hauling and motor carrier/marine safety).

(4) The transporter has been cited via administrative order or judicial action and has not entered into a compliance schedule or similar action within 180 days from the time the order or judicial action was issued.

(e) Transporters or TSDFs may be deleted at any time from the facilities or transporters lists. DRMS will inform contractors, that currently hold DRMS contracts, via letter or fax when facilities or transporters are deleted. Contractors should consult the Qualified Facilities and Qualified Transporters list prior to any actual usage under the contract. Facilities or transporters

appearing on a Qualified List on the day a task order is issued are in effect for the duration that task order is open.

(f) The contractor will not add a fuels blender/burner or ship any subsequent residual waste derived from fuels blending to any facility/burner without prior approval from DRMS.

(X) H.6 ADDITIONAL TSDFS AND TRANSPORTERS DRMS (APR 1997)

(a) During the solicitation process or life of the contract the contractor may request to add TSDFS or transporters to the Qualified Facilities List or Qualified Transporters List located on the world wide web. TSDFS or Transporters submitted at solicitation closing under this clause will be reviewed and the offeror will be informed if the firm is: Acceptable, Unacceptable, or Acceptable with additional information. If the TSDF or transporter is Acceptable with additional information, the offeror will be given an opportunity to submit the additional information in regards to these firms prior to the request for Best and Final Offers. Offerors will be informed the reason why a firm is considered unacceptable. Offerors are cautioned that DRMS must have sufficient time to adequately review submittals under H.6. Requests for additions to the Qualified List(s) shall be submitted at solicitation closing date, additions after closing date may not provide sufficient time for evaluation. The offeror is responsible for submittal in a timely manner.

The proposed TSDFS or transporters will not be added to the Qualified Facilities List or Qualified Transporters List if any of the reasons in H.5 (c) and (d) apply. The request by the contractor to have a TSDF or transporter added to the Qualified Facilities List or Qualified Transporters List does not relieve the contractor of his contractual obligation to perform in accordance with the contract terms and conditions including the existing Qualified Facilities List or Qualified Transporters List and existing prices.

Firms submitted by offerors (and approved by DRMS) for addition to the qualified lists prior to contract award will not be added to the WWW unless the offeror submitting the addition(s) receives award of the contract for which the addition(s) was/were requested.

Post-award requests for additions to the Qualified List(s) or requests from TSDFS and transporters to have their firm added to the qualified list(s) will be added to the WWW upon approval.

(b) The contractor shall provide the following information for RCRA permitted TSDF's and Non-RCRA landfills including, but not limited to:

- 1) complete address; telephone number and EPA ID number,
- 2) cover page/section of permit,
- 3) permit excerpts specifying acceptable waste streams
- 4) permit excerpts specifying storage, treatment and disposal processes,
- 5) evidence that closure finding is current in accordance with permit. Providing specific regulatory points of contact may expedite DRMS' review. The TSDF EPA identification number will be utilized as the DRMS Base Operating Support System (BOSS) number for administrative purposes.

(c) (1) The contractor shall provide the following information for each non-RCRA facility including, but not limited to:

- (ii) complete address; telephone number;
- (ii) cover page/section of primary operating permit(s),
- (iii) permit excerpts specifying acceptable waste streams,
- (iv) permit excerpts specifying storage, treatment and disposal processes,
- (v) evidence that closure funding is current in accordance with permit. If there is no permit or regulatory requirement for closure funding, then evidence of satisfactory financial assurance or pollution liability or environmental impairment insurance shall be provided.

(2) Each non-RCRA facility proposed by the offeror must have, as a minimum, a Federal/state/local permit, insurance, and be in good standing with the regulatory community. The facility must be subject to a regular compliance schedule with the regulatory community. A regular compliance schedule will include, at a minimum, one Federal, state or local regulatory inspection during a calendar year.

(d) The contractor shall provide the following information for proposed transporters:

- (1) Name and address of transporter and EPA identification number
- (2) Evidence of a “satisfactory” rating from the DoT Office of Motor Carriers (OMC) or equivalent state agency.
- (3) For each water shipment, provide appropriate Certificates of Documentation, Financial Responsibility and Inspection.
- (4) For each railroad company proposed, provide the 2-4 digit unique alpha code used in the industry for identification purposes.

(e) The TSDFs and transporters listed on the Qualified Facilities List or Qualified Transporters List for use under this contract are only listed for use subject to all services being performed in accordance with all Federal, state, and local laws and regulations and the TSDF's and transporter's permit.

(X) H.10 INCIDENTAL FEES DRMS (APR 1995)

Any incidental state or local environmental fee, tax or penalty assessed against DoD/DRMS as a hazardous waste generator, that arises from a contractor's decision to transport or dispose of hazardous waste in a location that imposes such fee, tax or penalty, will be paid by the contractor, including, but not limited to:

(a) Any fee, tax or penalty levied as a result of a contractor's decision to transport and/or dispose of waste in a state(s) where such fees, taxes or penalties are assessed.

(b) Any fee, tax or penalty levied for exceeding the amount of waste authorized for import from out-of-state generators.

(c) Any fee, tax or penalty levied as a result of a contractor's failure to prepare and provide a Manifest Summary Report, including the completed manifest documents, to the DoD hazardous waste generator(s) for filing with a state environmental regulator's office.

(X) H.16 CONTAINERS DRMS (OCT 1996)

The type and size containers that will be used to turn materials in to the Defense Reutilization and Marketing Office (DRMO) will vary and may not be known prior to actual turn-in. Although the expected type of container is generally specified in the inventory, the actual furnished container utilized may include any potential commercial packaging including, but not limited to: one-half pint cans, cardboard cases, bottles/cans, 1 quart bottles/cans, 1 gallon cans, 5 gallon cans, 30 gallon and 55 gallon drums, 85 gallon overpack drums and bulk tanks. Containers are not guaranteed to be full. Payment will be based upon the actual total weight of the Government furnished containers and contents. When items are contained in tanks larger than 119 gallons, the contents only are to be disposed of under the bulk CLIN. Individual bulk tanks, over 119 gallon capacity, will be disposed of as a separate CLIN.

(X) H.17 ANTICIPATED REGULATORY CHANGES DRMS (JUN 1988)

As noted in section C, performance under any contract resulting from this solicitation must be in compliance with all local, state, and federal environmental laws and regulations. Accordingly, it is the responsibility of the offeror to ensure that all such laws and regulations are considered in the preparation of its proposal. Such consideration should include not only relevant laws and regulations currently in effect, but also revisions thereto, public notice of which has been given, which may reasonably be anticipated to be effective during the term of the contract.

(X) H.24 CONTRACT QUANTITY LIMITATIONS DRMS (JUL 1996)

(a) For each contract period (base, first option, second option, etc.), the Government is not obligated to purchase nor is the Contractor obligated to furnish services under the contract for any CLIN for which the Government has ordered 200% or more of the estimated quantity of the CLIN during the contract period and the difference between the estimated dollar amount of the CLIN and the dollar amount actually ordered exceeds \$100,000.00 during the contract period.

(b) Notwithstanding paragraph (a) above, the Contractor shall honor any task order exceeding the limitations in paragraph (a) unless that order (or orders) is returned to the ordering office within ten (10) calendar days after issuance, with written notice stating the Contractor's intent not to perform the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the service from another source.

(c) If this contract is not terminated, either for convenience or default, in full or in part, and if the Government fails to order at least 25% of the total estimated price of the entire contract during the ordering period of the contract; it is agreed that the Contractor may submit a request for equitable adjustment. It is agreed that it is the Contractor's responsibility to establish that the Government's failure to order at least 25% of the total estimated price of the entire contract

caused them to incur additional costs that were not recoverable on the services that were actually ordered by the Government.

(X) H.30 INDEMNIFICATION DRMS (MARCH 18, 1998)

Upon receipt/removal of items from the various Government installations the contractor assumes full accountability and physical custody of such items. The Government assumes no liability for any damage to the property of the Contractor, to the property of any person, or public property or for personal injuries, illness, disabilities or death to the Contractor, Contractor's employees, and any other person subject to the Contractor's control or any other person including members of the general public, caused in whole or in part by, (a) the Contractor's breach of any term or provision of this contract; or, (b) any negligent or willful act or omission of the Contractor, its employees or subcontractors in the performance of this contract. The Contractor also agrees to hold the Government harmless and indemnify the Government for any and all costs, including those that arise from violation of RCRA, CERCLA or any similar state enforcement programs, judgments, action, debt, liability costs and attorney's fees or any other requests for monies or any other type of relief arising from or incident to the processing, transporting, and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

I.0 SECTION I - CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

REF. NO.	TITLE	FAR REF.	DATE
(X) I.1	DEFINITIONS	52.202-1	(OCT 1995)
(X) I.3	GRATUITIES	52.203-3	(APR 1984)
(X) I.4	COVENANT AGAINST CONTINGENT FEES	52.203-5	(APR 1984)
(X) I.5	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	52.203-6	(JUL 1995)
(X) I.6	ANTI-KICKBACK PROCEDURES	52.203-7	(JUL 1995)
(X) I.9	AUDIT AND RECORDS NEGOTIATION	52.215-2	(JAN 1997)
(X) I.11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	52.215-11	(OCT 1997)

(X)	I.13	SUBCONTRACTOR COST OR PRICING DATA MODIFICATIONS	52.215-13	(OCT 1997)
(X)	I.16	ORDER OF PRECEDENCE	52.215-8	(OCT 1997)
(X)	I.18	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	52.219-8	(JUN 1997)
(X)	I.24	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	52.222-1	(FEB 1997)
(X)	I.25	CONVICT LABOR	52.222-3	(AUG 1996)
(X)	I.26	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	52.222-4	(JUL 1995)
(X)	I.27	EQUAL OPPORTUNITY	52.222-26	(APR 1984)
(X)	I.28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	52.222-28	(APR 1984)
(X)	I.29	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	52.222-35	(APR 1984)
(X)	I.30	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	52.222-36	(APR 1984)
(X)	I.31	CLEAN AIR AND WATER	52.223-2	(APR 1984)
(X)	I.33	AUTHORIZATION AND CONSENT	52.227-1	(JUL 1995)
(X)	I.34	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	52.227-2	(AUG 1996)
(X)	I.35	FEDERAL, STATE & LOCAL TAXES	52.229-3	(JAN 1991)
(X)	I.36	TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	52.229-5	(APR 1984)
(X)	I.40	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	52.232-7	(FEB 1997)
(X)	I.41	EXTRAS	52.232-11	(APR 1984)

(X)	I.42	INTEREST	52.232-17	(JUN 1996)
(X)	I.43	ASSIGNMENT OF CLAIMS	52.232-23	(JAN 1986)
(X)	I.44	DISPUTES (ALTERNATE 1)	52.233-1	(OCT 1995) (DEC 1991)
(X)	I.45	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	52.237-2	(APR 1984)
(X)	I.46	CHANGES-FIXED PRICE (ALTERNATE 1)	52.243-1	(AUG 1987) (APR 1984)
(X)	I.47	CHANGES-TIME-AND-MATERIAL OR LABOR-HOURS	52.243-3	(AUG 1987)
(X)	I.48	SUBCONTRACTS (FIXED-PRICE CONTRACTS)	52.244-1	(OCT 1997)
(X)	I.49	SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)	52.244-3	(OCT 1997)
(X)	I.52	LIMITATION OF LIABILITY-SERVICES	52.246-25	(FEB 1997)
(X)	I.54	VALUE ENGINEERING	52.248-1	(MAR 1989)
(X)	I.55	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	52.249-2	(SEP 1996)
(X)	I.57	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	52.249-8	(APR 1984)
(X)	I.59	SERVICE CONTRACT ACT OF 1965, AS AMENDED	52.222-41	(MAY 1989)
(X)	I.60	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	52.222-43	(MAY 1989)
(X)	I.62	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DoD FAR SUP 252.205-7000	(DEC 1991)
(X)	I.63	PRICING ADJUSTMENTS	DoD FAR SUP 252.215-7000	(DEC 1991)
(X)	I.64	SUPPLEMENTAL COST PRINCIPLES	DoD FAR SUP 252.231-7000	(DEC 1991)

(X)	I.65	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	DoD FAR SUP 252.232-7006	(AUG 1992)
(X)	I.66	BANKRUPTCY	52.242-13	(JUL 1995)
(X)	I.67	REQUIREMENTS	52.216-21	(OCT 1995)
(X)	I.68	OPTION TO EXTEND SERVICES	52.217-8	(AUG 1989)
(X)	I.69	DISCOUNTS FOR PROMPT PAYMENT	52.232-8	(MAY 1997)
(X)	I.70	AVAILABILITY OF FUNDS	52.232-18	(APR 1984)
(X)	I.71	PROTEST AFTER AWARD	52.233-3	(AUG 1996)
(X)	I.72	WARRANTY OF SERVICES	52.246-20	(APR 1984)
(X)	I.73	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	52.222-37	(JAN 1988)
(X)	I.75	PAYMENTS	52.232-1	(APR 1984)
(X)	I.76	DRUG-FREE WORKPLACE	52.223-6	(JAN 1997)
(X)	I.77	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	52.209-6	(JUL 1995)
(X)	I.78	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	52.203-12	(JUN 1997)
(X)	I.79	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)	52.219-9	(AUG 1996) (MAR 1996)
(X)	I.80	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN	52.219-16	(OCT 1995)
(X)	I.81	POSTAWARD CONFERENCE	DoD FAR SUP 252.242-7000	(DEC 1991)

(X) I.82 PRICE OR FEE ADJUSTMENT FOR 52.203-10 (JAN 1997)
ILLEGAL OR IMPROPER ACTIVITY

(X) I.100 ORDERING FAR 52.216-18 (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award or August 21, 1998, whichever is later through the end of an eighteen (18) month period.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order or task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile or by electronic commerce methods only if authorized in the Schedule.

(X) I.101 ORDER LIMITATIONS FAR 52.216-19 (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00 per task order, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract. The minimum task order requirements do not apply to task order that contain one or more of the following CLINs: 6611AA, 6611BB, 6611CC, 6611DD, 6611EE, 6613DM, 6613HS, 6613HM, 6613HL, 6615BB, 6615BX, 6615CC, 6615CX, and 6615YY.

(b) Maximum order. The contractor is not obligated to honor--

(1) Any order for a single item in excess of \$100,000.00.

(2) Any order for a combination of items in excess of \$300,000.00.

(3) A series of orders from the same ordering office within ten (10) calendar days that together call for quantities exceeding the limitation in subparagraph 1 or 2 above.

(c) If this is a requirements contract (i.e., includes the requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b) unless that order (or orders) is returned to the ordering office within ten (10) calendar days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(X) I.102 OPTION TO EXTEND THE TERM OF THE CONTRACT
FAR 52.217-9 (MAR 1989)

(a) The Government may extend the term of this contract by written notices to the contractor within fourteen (14) days before the end of the contract period; provided, that the Government shall give the contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

(X) I.103 INSURANCE-WORK ON A GOVERNMENT INSTALLATION FAR 52.228-5
(JAN 1997)

(a) The contractor shall, at its own expense, provide and maintain during the entire performance period of this contract at least the kinds and minimum amounts of insurance required in the schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the contractor shall notify the contracting officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the contractor gives written notice to the contracting officer, whichever period is longer.

(c) The contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the schedule or elsewhere in the contract. The contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the contracting officer upon request.

NOTE: Minimum amounts of insurance referenced in para. (a) above are as follows:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability:	\$1,000,000 per occurrence
Automobile Liability: Comprehensive Form: Bodily Injury Liability	200,000 per person & 500,000 per occurrence
Property Damage	1,000,000 per occurrence

(X) I.104 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR
FAR 52.232-19 (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 1998. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 1998, until funds are made available to the contracting officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the contracting officer.

(X) I.105 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL
BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 1996)
DoD FAR SUP 252.219-7003

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. This term also means any non-profit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

- (1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the contractor's small business subcontracting goal.

(e) A mentor firm under the Pilot Mentor-Protégé Program established under Section 831 of Pub. L.101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(1) Protégé firms which are qualified organizations employing the severely handicapped;
and

(2) Former protégé firms that meet the criteria in Section 831(g)(4) of Pub. L.101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small business for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

**(X) I.107 PRICING OF CONTRACT MODIFICATIONS DoD FAR SUP 252.243-7001
(DEC 1991)**

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply.

(X) I.108 LIMITATIONS OF REQUIREMENTS DRMS (APR 1995)

The services procured by this contract are the disposal and service requirements of the Defense Reutilization and Marketing Service (DRMS) in the geographical area cited, for those CLINs listed in the schedule. Although one or more non-DRMS facility(ies) may be listed as pickup point(s) under this contract, those facilities are not "Government activity or activities specified in the schedule" in the context of subparagraph (c) of the requirements clause (FAR 52.216-21). Further, the contractor should note that material may be sold or reutilized in the normal reutilization, transfer, donation, and sales cycles within DRMS prior to becoming part of DRMS' disposal requirements and falling within the coverage of this contract.

**(X) I.111 SPECIAL PROHIBITION ON EMPLOYMENT DoD FAR SUP 252.203-7001
(JUN 1997)**

(a) Definitions.

As used in this clause--

(1) "Arising out of a contract with the DoD" means any act in connection with--

(i) Attempting to obtain,

(ii) Obtaining, or
(iii) Performing a contract or first-tier subcontract of any agency, department or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) 10 U.S.C. 2408 provides that any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from:

(1) Working in a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) Serving on the board of directors of any DoD contractor or first-tier subcontractor;
or

(3) Serving as a consultant to any DoD contractor or first-tier subcontractor.

(c) Unless waived, the prohibition in paragraph (b) applies for five years from the date of conviction.

(d) 10 U.S.C. 2408 further provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as--

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The contractor may submit written requests for waiver of the prohibitions in paragraph (b) of this clause to the contracting officer. Requests shall clearly identify--

(1) The person involved;

- (2) The nature of the conviction and resultant sentence or punishment imposed;
- (3) The reasons for the requested waiver; and,
- (4) An explanation of why a waiver is in the interest of national security.

(g) The contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting the Office of Justice Programs, Denial of Benefits Office, U.S. Department of Justice, telephone (202)616-3507.

**(X) I.112 DISPLAY OF DOD HOTLINE POSTER DoD FAR SUP 252.203-7002
(DEC 1991)**

(a) The contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(X) I.113 PROMPT PAYMENT FAR 52.232-25 (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments.*

- (1) Due date—

(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a

specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if

applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty.

(i) A penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii) (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payments.*

(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the *[insert day as prescribed by Agency head; if not prescribed, insert 30th day]* day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(X) I.115 INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES, AND MINORITY INSTITUTIONS
DoD FAR SUP 252.219-7005 (NOV 1995)

(a) If the contractor exceeds the small disadvantaged business, historically black college and university, minority institution goal of its subcontracting plan, at completion of contract performance, the contractor will receive one (1) percent of the excess.

(b) The contractor will not receive this incentive if the contracting officer determines that exceeding the goal was not due to the contractor's efforts (e.g., a subcontractor cost overrun or award of subcontracts planned but not disclosed in the subcontracting plan). Determinations made under this paragraph are not subject to the Disputes clause.

(c) If this is a cost contract, the limitations in FAR subpart 15.9 may not be exceeded.

(d) This clause does not apply if the subcontracting plan is a plant, division, or company-wide commercial items plan.

(X) I.116 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER DEFAULT
DLAD 52.249-9000 (MAY 1988)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such

repurchases. The contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$500.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

(X) I.117 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY DoD FAR SUP 252.209-7000 (NOV 1995)

(a) The contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the contracting officer.

(b) The contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation, except those for commercial items.

(X) I.119 DRUG-FREE WORK FORCE DoD FAR SUP 252.223-7004 (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, the efficient use of contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs;
or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Program" (53 FR 11980 (April 11, 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the contractor, in accordance with procedures established by the contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing programs shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining

agreement; provided that with respect to the latter, the contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

**(X) I.120 TRANSPORTATION OF SUPPLIES BY SEA DoD FAR SUP 252.247-7023
(NOV 1995)**

(a) Definitions.

As used in this clause--

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The contractor and its subcontractors may

request that the contracting officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The contractor must submit any request for use of other than U.S.-flag vessels in writing to the contracting officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The contracting officer will process requests submitted after such date(s) as expeditiously as possible, but the contracting officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The contractor shall, within 30 days after each shipment covered by this clause, provide the contracting officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;

- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the contractor had the written consent of the contracting officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the contracting officer. The contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
---------------------	------------------------	----------	-------

(f) If the final invoice does not include the required representation, the Government will reject and return it to the contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the contracting officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(X) I.128 HAZARDOUS WASTE LIABILITY DFARS 252.223-7005 (OCT 1992)

- (a) Definitions as used in this clause:

(1) "Hazardous waste" has the meaning given that term by section 1004(5) of the Solid Waste Disposal Act (42 U.S.C. 6903(5)), except that such term also includes polychlorinated biphenyls (PCB).

(2) "Polychlorinated biphenyls" (PCB) has the meaning given that term under section 6(e) of the Toxic Substances Control Act (15 U.S.C. 2605(e)).

(b) Upon receipt of hazardous waste properly characterized pursuant to applicable laws and regulations, the contractor agrees that it shall reimburse the Government for any penalties assessed against, all liabilities incurred by, costs incurred by, and damages suffered by, the Government that are caused by--

(1) The contractor's breach of any terms of the contract; or

(2) Any negligent or willful act or omission of the contractor or employees of the contractor, in the performance of the contract.

(c) Not later than 30 days after the award date of the contract, the contractor shall demonstrate the ability to reimburse the Government as provided in paragraph (b) of this clause, by providing evidence to the contracting officer that--

(1) The facility has liability insurance meeting the requirements of 40 CFR 264.147; or

(2) The facility meets the financial assurance requirements of 40 CFR 264.147 for sudden and nonsudden accidental occurrences.

(d) This clause does not apply to--

(1) Performance of remedial action or corrective action under--

(i) The Defense Environmental Restoration Program;

(ii) Other programs or activities of the Department of Defense; or

(iii) Authorized state hazardous waste programs;

(2) Disposal of hazardous waste when the generation of such waste is incidental to the performance of the contract; or

(3) Disposal of ammunition or solid rocket motors.

(e) The contractor shall include this clause, including this paragraph (e), in each subcontract under which the subcontractor receives hazardous waste from a defense facility.

(X) I.131 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS DFAR 252.223-7006 (APR 1993)

(a) Definitions. As used in this clause--

(1) "Storage" means a nontransitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302).

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(X) I.132 JAVITS-WAGNER-O'DAY ACT ENTITY SUPPORT - CONTRACTOR REPORTING DLAD 52.215-9006 (DEC 1997)

The contractor shall submit periodic progress reports (no less frequently than annually) to the contracting officer regarding the contractor's subcontracting efforts relative to JWOD entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the contractor must be as specified in its offer.

(X) I.133 NOTIFICATION OF CHANGES FAR 52.243-7 (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the contracting officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the contracting officer has so designated by written notice (a copy of which shall be provided to the contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the contracting officer, the contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from

the date that the contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the contractor may seek an equitable adjustment under this clause, including--

- (i) What contract line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

- (6) The contractor's estimate of the time by which the Government must respond to the contractor's notice to minimize cost, delay or disruption of performance.

(c) **Continued performance.** Following submission of the notice required by (b) above, the contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the contractor, unless the notice reports a direction of the contracting officer or a communication from a SAR of the contracting officer, in either of which events the contractor shall continue performance; provided, however, that if the contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the contractor and to the contracting officer. The contracting officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) **Government response.** The contracting officer shall promptly, within 90 calendar days after receipt of notice, respond to the notice in writing. In responding, the contracting officer shall either--

- (1) Confirm that the conduct of which the contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the contracting officer confirms that Government conduct effected a change as alleged by the contractor, and the conduct causes an increase or decrease in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the contractor in attempting to comply with the defective drawings, designs or specifications before the contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the contracting officer under this clause is included in the equitable adjustment, the contracting officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(X) I.135 REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES DoD FAR SUP 252.225-7026 (NOV 1995)

(a) Reporting criteria. Reporting under this clause is required for--

(1) Offers exceeding \$10 million, if the offeror is aware at the time the offer is submitted that it or its first-tier subcontractor intends to perform any part of the contract that exceeds \$500,000 outside the United States and Canada, if that part could be performed inside the United States or Canada;

(2) Contracts exceeding \$10 million, when any part that exceeds \$500,000 could be performed inside the United States or Canada, but will be performed outside the United States and Canada. If the information was submitted with the offer, it need not be resubmitted unless it changes; and

(3) Contracts exceeding \$500,000, when any part that exceeds \$25,000 will be performed outside the United States, unless a foreign place of performance is--

(i) The principal place of performance; and

(ii) Indicated by the offeror's entry in the place of performance provision of the solicitation.

(b) Submission of reports.

(1) The offeror shall submit reports required by paragraph (a)(1) of this clause with its offer.

(2) The contractor shall submit reports required by paragraph (a)(2) of this clause to the contracting officer as soon as the information is known, with a copy to the addressee in paragraph (b)(3) of this clause. With respect to performance by a first-tier subcontractor, this information shall be reported, to the maximum extent practicable, at least 30 days before award of the subcontract.

(3) The contractor shall submit reports required by paragraph (a)(3) of this clause within 10 days of the end of each Government quarter to--

Deputy Director of Defense Procurement (Foreign Contracting)
OUSD(A)DP(FC)
Washington, DC 20301-3060

(c) Flowdown requirements.

(i) The contractor shall include a clause substantially the same as this one in all first-tier subcontracts exceeding \$100,000, except subcontracts for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

(ii) The contractor shall provide the prime contract number to subcontractors for reporting purposes.

(d) Information required.

(1) Information to be reported on the part of this contract performed outside the United States (or outside the United States and Canada for reports required by paragraphs (a)(1) and (a)(2) of this clause) includes that for--

(i) Subcontracts;

(ii) Purchases; and

(iii) Intracompany transfers when transfers originate in a foreign location.

(X) I.138 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER

FAR 52.204-4 (JUN 1996)

a. In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% post-consumer material.

b. The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper and cover stock. An alternative to meeting the 20 percent post-consumer material standard is 50 percent recovered material content of certain industrial by-products.

(X) I.140 TOXIC CHEMICAL RELEASE REPORTING FAR 52.223-14 (OCT 1996)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (FORM R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and report requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if --

(1) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation (FAR); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt --

- (1) The Contractor shall notify the Contracting Officer; and
- (2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall --

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

**(X) I.141 DLA MENTORING BUSINESS AGREEMENTS (MBA) PERFORMANCE
DLAD 52.219-9003 (MAY 1996)**

Current or proposed MBA proposals submitted by offerors shall become part of this contract upon award. Performance under the MBA plan will be evaluated by the contracting officer and may become a consideration prior to option exercise. MBA plan implementation may also become a part of the contractor's past performance record used in future source selection decisions. Prime contractors and their protégés shall meet semi-annually with DLA contracting office representatives to review progress under applicable MBAs.

**(X) I.142 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR
ILLEGAL OR IMPROPER ACTIVITY FAR 52.203-8 (JAN 1997)**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(X) I.143 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT FAR 52.232-33 (AUG 1996)

(a) Method of payment. Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) Contractor's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each

office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) Required EFT information. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly on-line to the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this

contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT and prompt payment.

(1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in

the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT information is implemented by the payment office.

J.0 SECTION J - LIST OF ATTACHMENTS

(X) J.1 LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS DRMS (APR 1984)

This solicitation package consists of the following documents:

- (a) DD Form 1707, dated Mar 89 (Information to Offerors) 2 Pages
- (b) Standard Form 33, Solicitation, Offer, and Award Pages 1 through 153.
- (c) Attachments/Enclosures, etc.
 - I. Waste Code CLIN Selection Criteria, March 6, 1997 Edition
 - II. DOL Wage Determination, #96-0223, Rev. 1, dated 06/01/1997
 - III. HQ DRMS Form 1786, Task order Inventory (Non-PCB)(Sep 97)
 - IV. HQ DRMS Form 1685, Manifest Tracking Log (Mar 97)
 - V. Certificate of Recycling
 - VI. DRMS Form 1930, Hazardous Waste Profile Sheet
 - VII. DD Form 1348-1A, Data Turn-In Document
 - VIII. SF LLL Form, Disclosure of Lobbying Activities

IX. C.75, Pre-load, Post-load Checklist

X. C.75, Driver Emergency Plan

XI. C.75, Transportation Route Sheet (See C.77 & C.78)

XII. C.76, DoD 4160.21-M, Chapter 10

XIII. Reserved

XIV. Compatible Groups that can be overpacked together.

XV. DRMS-PH Form 1989, Non-DRMS Hazardous Waste/Material Management
Past Performance History (JUN 1996)(EF)

(X) J.2 NOTICE DRMS (APR 1984)

Reference SF33, Item 11, Table of Contents. Upon award, Part IV, Sections K thru M shall not physically be included in the resulting contract in accordance with FAR 14.201-1(c) or FAR 15.406-1(b).

**K.0 SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS**

<u>CLAUSES INCORPORATED BY REFERENCE</u>	<u>FAR REF.</u>	<u>DATE</u>
	52.252-1	(JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

REF. NO.	TITLE	FAR REF.	DATE
(X) K.1	CERTIFICATION OF NONSEGREGATED FACILITIES	52.222-21	(APR 1984)
(X) K.3	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	52.203.11	(APR 1991)

The offeror has (check the appropriate block):

[] (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated _____ [insert date of signature on submission] which are incorporated herein by reference and are current, accurate, and complete as of the date of this offer, except as follows [insert changes that affect only this solicitation; if ``none," so state]:

[] (b) Enclosed its annual representations and certifications.

(X) K.22 AFFIRMATIVE ACTION COMPLIANCE FAR 52.222-25 (APR 1984)

The offeror represents that (a) it () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**(X) K.23 OFFERS FROM PARTNERSHIPS OR JOINT VENTURES DRMS
(APR 1984)**

If offeror is a partnership or a joint venture, so state and enter the name and address of each partner and/or the name and address of each joint venturer. If any member of a joint venture is a partnership include the name and address of each partner. Attach separate sheet if necessary.

**(X) K.25 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FAR 52.222-22
(APR 1984)**

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in section 310 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(X) K.26 CLEAN AIR AND WATER CERTIFICATION FAR 52.223-1 (APR 1984)

The offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is (), is not () listed on the Environmental Protection Agency List of Violating Facilities;

(b) The offeror will immediately notify the contracting officer, before award, of the receipt of any communication from the administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**(X) K.28 SMALL BUSINESS PROGRAM REPRESENTATIONS FAR 52.219-1
(JAN 1997)**

- (a) (1) The standard industrial classification (SIC) code for this acquisition is **4953**.
(2) The small business size standard is **\$6 million**.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals; and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern -- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment;

and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(X) K.29 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
FAR 52.203-2 (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to

- (i) those prices,

- (ii) the intention to submit an offer, or
- (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror, or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(X) K.30 TYPE OF BUSINESS ORGANIZATION FAR 52.215-4 (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that - (a) It operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation incorporated under the laws of the State of _____; or (b) If the offeror or respondent is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in (country) _____.

**(X) K.34 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION
(DoD CONTRACTS) DoD FAR SUP 252.219-7000 (JUN 1997)**

(a) Definition.

"Small disadvantaged business concern," as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) Representations.

Check the category in which your ownership falls--

_____ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, The Maldives Islands or Nepal).

_____ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu or Navru).

_____ Black American (U.S. citizen).

_____ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal).

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations).

_____ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act.

_____ Other.

(c) Complete the following--

(1) The offeror is _____ is not _____ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has _____ has not _____ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the offeror--

_____ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

_____ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) Penalties and Remedies.

Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

(X) K.35 TAXPAYER IDENTIFICATION FAR 52.204-3 (JUN 1997)

(a) Definitions. "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) The offeror is required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- ☐ TIN _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state or local government;
- ☐ Other. State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity;
- ☐ Not a corporate entity;
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- ☐ Name and TIN of common parent:

Name _____ TIN _____

(X) K.36 REPRESENTATION OF EXTENT OF TRANSPORTATION OF SUPPLIES BY SEA DoD FAR SUP 252.247-7022 (AUG 1992)

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(X) K.37 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS
FAR 52.209-5 (MAR 1996)

(a) (1) The offeror certifies, to the best of its knowledge and belief, that

(i) The offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code.

(b) The offeror shall provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the contracting officer may render the offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the contracting officer may terminate the contract resulting from this solicitation for default.

(X) K.42 WOMEN-OWNED BUSINESS FAR 52.204-5 (OCT 1995)

a. Representation. The offeror represents that it () is, () is not a women-owned business concern.

b. Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**(X) K.43 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
FAR 52.223-13 (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**(X) K.44 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL
NUMBERING SYSTEM (DUNS) NUMBER FAR 52.204-6 (DEC 1996)**

(a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. **Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.**

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.

(8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

L.0 SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS
OFFERORS OR QUOTERS

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
FAR 52.252-1 (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

NOTE: The text of any referenced FAR provisions may be obtained by request to: Defense Reutilization and Marketing Service, Attn: DRMS-UPH, Federal Center, 74 N. Washington, Battle Creek, MI 49017-3092. However, the complete edition of Federal Acquisition Regulation (FAR) may be obtained by purchase from the Superintendent of Documents, Government Printing Office, Washington D. C. 20402.

REF. NO.	TITLE	FAR REF.	DATE
(X) L.1	SOLICITATION DEFINITIONS	52.215-5	(JUL 1987)
(X) L.2	SUBMISSION OF OFFERS	52.215-9	(MAR 1997)
(X) L.24	<u>TYPE OF CONTRACT</u>	FAR 52.216-1	(APR 1984)

The Government contemplates award of a Firm-Fixed Price Requirements-Type contract resulting from this solicitation.

(X) L.25 **JAVITS-WAGNER-O'DAY ACT ENTITY PROPOSAL** DLAD 52.215.9004
(DEC 1997)

(a) Provide a description of the efforts your company will make to assure that Javits-Wagner-O'Day Act (JWOD) qualified nonprofit agencies for the blind or other severely disabled will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent they are known.

(b) Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other

businesses and agencies in opportunities to diversify revenue production, during the contract period.

(c) Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

(d) You shall be required to submit periodic progress reports (no less frequently than annually) to the contracting officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the contracting officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged, and women-owned small businesses).

(X) L.27 NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS DoD FAR SUP 252.219-7006 (JUN 1997)

(a) Definitions.

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of paragraphs (3), (4) and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic- serving institutions as defined in Section 316(b)(1) of such act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of ten percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns, which have not waived the preference;

(ii) Offers from historically black colleges and universities or minority institutions, which have not waived the preference;

(iii) Otherwise successful offers of--

(A) Eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded;

(B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulation Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and

(iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The ten percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the ten percent factor. The ten percent factor will not be applied if using the preference would cause the contract award to be made at a price which exceeds the fair market price by more than ten percent.

(c) Waiver of evaluation preference.

A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the ten percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers which waive the preference.

_____ Offeror elected to waive the preference.

(d) Agreements.

(1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.

(ii) Supplies (other than procurement from a regular dealer in such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced in the United States by small disadvantaged business concerns, historically black colleges or universities, or minority institutions.

(3) Upon request, a historically black college or university or minority institution offeror will provide the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

(X) L.32 SERVICE OF PROTEST FAR 52.233-2 (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the official named in block 10 of the Standard Form 33, at the address specified in Block 7 of that form.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**(X) L.33 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
DoD FAR SUP 252.204-7001 (DEC 1991)**

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the offeror does not have a CAGE code, it may ask the contracting officer to request one from the Defense Logistics Services Center (DLSC). The contracting officer will--

(1) Ask the contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

**(X) L.34 HAND CARRIED AND COMMERCIALY DELIVERED PROPOSALS
DRMS (MAR 1992)**

(a) It is the responsibility of the offeror to ensure that his proposal is placed in the bid depository at the location stated below, prior to the time set for receipt of proposals. Offerors are notified that the Controlled Area signs posted at the entrance to the corridors leading to Room 2C-1-1 do not prohibit passage of individuals conducting official business with the contracting officer (e.g., contractor personnel delivering proposals, attending public bid openings). Offerors are cautioned that hand-carried proposals that are left at the Federal Center loading dock or elsewhere and arrive late at the bid depository may be rejected.

(b) Proposals delivered by a commercial carrier (e.g., Federal Express, UPS, etc.) are considered to be "hand-carried" and are subject to this provision. Accordingly, such proposals should be addressed and delivered to:

Contracting Officer Tele: (See block 7c of DD Form 1707)
DRMS-UPH, Room 2C-1-1
Federal Center
74 Washington Avenue, North
Battle Creek, MI 49017-3092

(c) Offerors are further cautioned that the use of a commercial delivery service does not eliminate the requirement that the proposal be plainly marked with the offeror's name and address, the number of the solicitation, and the date and time set for receipt of proposals. If your delivery agent uses a delivery container that encloses and obscures the contents, you must ensure that this information is prominently displayed on the outside of the delivery container.

**(X) L.35 POSTPONEMENT OF OPENING OF OFFERS DLAR 52.214-9000
(OCT 1982)**

If the opening of offers is postponed because emergency or unanticipated events (such as, but not limited to, flood, fire, accident, weather condition or strikes) result in closing the designated site for opening offers, so that the conduct of openings as scheduled is impracticable, offers or modifications or withdrawal of offers received prior to the time of actual opening will be considered as timely. Offers or modifications or withdrawal of offers received after the time of actual opening of offers, when opening of offers was postponed as provided above, will not be considered except as provided in FAR 52.214-7 or FAR 52.215-10 as applicable.

(X) L.37 PREAWARD SURVEY DRMS (APR 1984)

After solicitation opening/closing and prior to award, the Government may conduct a preaward survey of one or more bidders who may become eligible for award after final evaluation. This survey will be conducted at the Contractor's facility(ies) or other location(s) as are deemed necessary by the Government. The preaward survey is one of the factors which will be used by the Government to determine the Contractor's ability to satisfactorily perform the work set forth in this solicitation. The preaward survey may include, but is not necessarily limited to the following:

- | | |
|--------------------------|------------------------|
| 1. Technical Capability | 9. Plant Safety |
| 2. Production Capability | 10. Security Clearance |

- | | |
|---------------------------------|------------------------|
| 3. Plant Facilities & Equipment | 11. Labor Resources |
| 4. Financial Capability | 12. Performance Record |
| 5. Purchasing & Subcontracting | 13. Ability to Meet |
| 6. Accounting System | Delivery Schedules |
| 7. Quality Assurance | 14. Emergency Response |
| 8. Transportation | Capabilities |
| 15. All Responsibility Criteria | |

(X) L.38 NOTICE ON PREAWARD SURVEY DRMS (APR 1984)

Offerors are advised that accomplishment of the preaward survey or the furnishing of documents is a part of the evaluation process and is not to be construed as an indication that an offeror will receive the award.

(X) L.39 TELEGRAPHIC OFFERS DRMS (APR 1985)

Telegraphic bids/offers are not acceptable.

(X) L.42 AUTOMATED DOCUMENT SYSTEM DRMS (OCT 1993)

The DRMS Automated Document System has been used to write this document. Each clause/provision in the data base has been assigned a number. Not all of the clauses/provisions in the data base have been used in this document, and therefore the numbering may not be consecutive. Only those clauses and provisions which have an "X" in the parenthesis () before the clause or provision number are incorporated into this contract.

(X) L.43 PROPOSAL SUBMISSION (Format and Content) DRMS (NOV 1996)

The following describes the information which must be furnished as part of the proposal and the format in which it must be presented. Proposals which do not provide the required information in the prescribed format may be excluded from further consideration.

(a) **FORMAT:** Proposals shall be submitted in two distinctly severable parts consisting of the following volumes:

(1) Volume I: Proposal Certifications and Price Schedule (original and two copies). Offerors automated duplication of the solicitation price schedule contained in section B of this solicitation is neither necessary or desired.

(2) Volume II: Technical Proposal (three copies). Offerors must submit a technical proposal in accordance with clause L.43(b)(2).

(b) **MINIMUM CONTENT:**

(1) Volume I, Proposal Certification and Price Schedule, shall contain:

(i) Section A of Solicitation, Standard Form 33, completed and signed by an authorized representative on behalf of the offeror;
(ii) Section B of Solicitation (schedule of prices for each item);
(iii) Section G of Solicitation (Contract Administration Data);
(iv) Section K of Solicitation (Representations, Certifications and other Statements of Offeror);

(2) Volume II, Technical Proposal shall contain the information required by the contract provision L.49, Management Plan.

**(X) L.44 NOTICE TO DEBARRED OR SUSPENDED CONTRACTORS
DRMS (FEB 1988)**

NOTICE: ANY CONTRACT AWARDED TO A CONTRACTOR WHO, AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, INELIGIBLE FOR RECEIPT OF CONTRACTS WITH GOVERNMENT AGENCIES OR IN RECEIPT OF A NOTICE OF PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY, IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.

(X) L.46 AGENCY PROTESTS DLAD 52.233-9000 (SEP 1996)

Companies protesting this procurement may file a protest 1) with the Contracting Officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the Contracting Officer. Protests filed with the activity should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979". The Contracting Officer will forward the protest to the appropriate official for decision. (This process allows for a higher level decision on the initial protest; it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(X) L.53 NON-DRMS PAST PERFORMANCE PROPOSAL DRMS (APRIL 13, 1997)

(a) The offeror is required to provide any information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial awards for the same or similar services and performance under Socioeconomic proposals, subcontracting plans, mentoring business agreements, or Javits-Wagner-O'Day Plan that were incorporated into contracts within the last two years. The information provided should reflect the offeror's record of performance in the areas of conforming to specifications, adherence to contract schedules, reputation for reasonable and cooperative behavior, commitment to customer satisfaction and business-like concern for the interest of your customer. Additionally, if performance deficiencies were identified, what were they and what corrective action was taken.

(1) Offerors shall submit past performance data on DRMS Form 1989, Non-DRMS Hazardous Waste Material Management Past Performance History L.53 Submittal, provided at

Attachment No. XV. For each reference provided, a valid name and telephone number is required.

(2) Narrative information regarding conformance to specifications, adherence to schedules and performance deficiencies may be submitted on plain bond paper, identifying this solicitation number, and securely attached to the completed DRMS Form 1989. Narrative statements should be short, direct and concise.

(3) Information regarding socioeconomic proposals, subcontracting plans, and mentoring business agreements should include a copy of the plan or agreement, actual results achieved, time period that the results represent, and a point of contact and telephone number of the government representative that monitored these plans.

(b) Experience:

(1) Offeror shall submit qualifications of either the firm or key employees of the firm. Experience of the firm must include the following information -- name, address, telephone number, and point of contact for which same or similar services were rendered, inclusive dates of service, dollar value of contract or purchase order, quantity of waste disposed and corresponding chemical name/EPA code/hazard class.

(2) If the offeror elects to submit qualifications of key employees within the firm, then submit the following documentation for each key employee:

(i) Places and dates of prior employment; title and positions held; and a clear, concise description of duties related to hazardous waste management.

(ii) College degrees earned from accredited institutions, names and locations of the institutions attended, major subject studied, and inclusive dates of attendance.

(iii) Indicate which key employee(s) possesses a natural science or engineering degree. Indicate which key employee(s) possesses direct, hands on hazardous waste field experience.

(X) L.54 ALTERNATE PROPOSALS DRMS (AUG 1994)

The Government will consider, to the extent that time constraints allow, proposals which are based upon changes in the terms and or conditions of this solicitation.

An alternate proposal should be clearly marked as such and discussed in the contractor's cover letter submitted with the offeror's proposal.

**(X) L.57 SUBMITTAL OF ACKNOWLEDGMENT OF SOLICITATION
AMENDMENTS AND SUBMITTAL OF BEST AND FINAL OFFERS BY
FACSIMILE DRMS (JAN 1992)**

- (a) Offerors may acknowledge receipt of solicitation amendments by facsimile. Acknowledgment of solicitation amendments must contain the required signatures.
- (b) Offerors may submit best and final offers by facsimile. Best and final offers must arrive at the place and by the time specified in the solicitation and must contain the required signatures.
- (c) Offerors are required to promptly submit the complete original of any signed document.
- (d) The Government will not be responsible for any failure attributable to the transmission of a facsimile acknowledgment of a solicitation amendment or the submittal of a facsimile best and final offer. The Government will notify the offeror of any illegible facsimile copies received.
- (e) DRMS facsimile receiving data is as follows:
 - (1) Datafax number: (616)961-4417.
 - (2) Equipment make and model: Pitney-Bowes, Model 8050.
- (f) Submittal of an initial proposal by facsimile is not acceptable.

(X) L.58 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY DFAR 252.209-7001 (SEP 1994)

a. Definitions.

As used in this provision --

- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria.
- (3) "Significant interest" means --
 - (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares", "street names", or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm, such as a director or officer;
 - (iii) Ability to control or influence the election, appointment or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, building, real estate or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

b. Prohibition on award.

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

c. Disclosure.

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

**(X) L.60 DLA MENTORING BUSINESS AGREEMENTS (MBA) PROGRAM
DLAD 52.219-9002 (MAY 1996)**

The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby Small Businesses), Small Disadvantaged Businesses, and Women-Owned Small Businesses are afforded the opportunity, through the assistance of the prime contractor, to participate in the DLA procurement process. The offeror may also propose to mentor a Javits-Wagner-O'Day qualified nonprofit agency. The responses from offerors on the MBA Program will be evaluated on a comparative basis among all offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring a protégé will receive the highest rating for this evaluation factor. This evaluation will assess the offeror's willingness to assist such entities in receiving better market shares under long term contracts.

(X) L.61 MBA IMPLEMENTATION PLAN DRMS (MAY 1996)

In accordance with DLAD 52.219-9002, the contractor may submit an implementation plan for participation in the DLA Mentoring Business Agreement (MBA) program. This program was developed to provide maximum opportunity to the small business community. Participation in the MBA Program plan is elective, however, proposals that demonstrate a strong commitment to affording small, small disadvantaged, and small women-owned businesses real opportunities to compete in the reengineered business environment may receive a more favorable rating for this

evaluation factor than those that demonstrate little or no commitment. These opportunities can take the form of providing assistance to make the business a strong competitor for subcontracting opportunities, becoming a valued supplier or performing a part of the contract work in conjunction with the prime through a type of teaming arrangement. There is no limit to the type of assistance the prime contractor may provide to achieve its objectives. Successful proposals will be incorporated into the contract and will be monitored during contract performance.

(X) L.62 SOCIOECONOMIC PROPOSAL DLAR 52.215-9002 (APR 1997)

All offerors must:

a. Provide a description of the efforts your company will make to assure that small, small disadvantaged, and women-owned business concerns will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and planned proposed range of services, supplies and any other support that will be provided to you by small, small disadvantaged and women-owned small business concerns. Include specific names of subcontractors to the extent they are known.

b. Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged and women-owned small business concerns during the contract period.

c. Specify what proportion of your proposal, as a percentage of dollars will be subcontracted to small, small disadvantaged and women-owned small businesses.

d. Specify what type of performance data you will accumulate and provide the Contracting Officer regarding your support of small, small disadvantaged and women-owned small businesses during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

(X) L.63 IDENTIFICATION OF UNCOMPENSATED OVERTIME FAR 52.237-10 (OCT 1997)

(a) Definitions. As used in this provision--

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\$20.00 \times 40 \text{ divided by } 45 = \17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(X) L.64 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION
FAR 52.215-1 (Oct 1997)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions.

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late.

"Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]”; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

Alternate I (Oct 1997). As prescribed in 15.209(a)(1), substitute the following paragraph (f)(4) for paragraph (f)(4) of the basic provision: (f)(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

Alternate II (Oct 1997). As prescribed in 15.209(a)(2), add a paragraph (c)(9) substantially the same as the following to the basic clause: (c)(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(X) L.65 JAVITS-WAGNER-O-DAY ACT ENTITY SUPPORT EVALUATION
DLAD 52.215-9005 (DEC 1997)

The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror under 82.214-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. This plan will be monitored by the cognizant Defense Contract Management Command (DCMC) activity as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with an assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.

M.0 SECTION M - EVALUATION FACTORS FOR AWARD

CLAUSES INCORPORATED BY REFERENCE

FAR REF.	DATE
52.252-2	(JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contacting officer will make their text available.

REF. NO.	TITLE	FAR REF.	DATE
(X) M.2	<u>EVALUATION OF OPTIONS</u>	52.217-5	(JUL 1990)
(X) M.4	<u>AWARD TO SINGLE OFFEROR (UNRESTRICTED)</u>	DRMS	(MAY 1989)

Award will be made to the single, responsible offeror who has submitted the lowest total price and a technically acceptable proposal in accordance with the terms and conditions of this solicitation.

(X) M.10 EVALUATION FACTORS FOR AWARD DRMS (APR 1997)

(a) The Government will make award to a single, responsible offeror whose offer conforms to the solicitation and demonstrates the best value to the Government in terms of past performance, price, socioeconomic proposal, and Mentoring Business Agreements (MBA) participation, and Javits-Wagner-O'Day (JWOD) Proposal.

(b) The evaluation factors are listed in descending order of importance:

- (1) Past Performance (Most Important)
- (2) Price (Less important than past performance but still a significant factor)
- (3) Socioeconomic Proposal (significantly less important than past performance or price)
- (4) DLA Mentoring Business Agreements (somewhat less important than socioeconomic plan)
- (5) Javits-Wagner-O'Day (JWOD) Proposal

If past performance and price are determined to be comparable among offerors, the socioeconomic proposal and DLA Mentoring Business Agreement, and the JWOD Proposal will take on added importance in determining which offer represents the best value to the Government.

(c) Evaluation of Past Performance:

(1) Past performance is broken into two categories:

(i) Past performance on references that are of a similar nature to the subject solicitation.

(ii) Past performance on offeror's socioeconomic proposal utilization; small, small disadvantaged, small woman owned subcontracting plans; mentoring business agreements; and JWOD Proposal that were incorporated into contracts from previous solicitations.

Past performance on references of a similar nature to the solicitation are significantly more important than past performance on socioeconomic proposal utilization, subcontracting plans, mentoring business agreements, or JWOD Plans. Past performance on socioeconomic proposal utilization, subcontracting plans, mentoring business agreements, or JWOD Plans will take on more significance when offerors past performance on references that are of a similar nature to the subject solicitation are comparable to each other.

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is acceptable.

(3) In investigating an offeror's past performance, the Government will consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees; other government agencies, including state and local agencies; consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of performance on contracts of a similar nature in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, and complexities of the services provided and of actual performance under Subcontracting Plans, Socioeconomic proposal utilization, Mentoring Business Agreements, and JWOD Plans will be considered by DRMS in the offeror's past performance evaluation for this RFP.

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response -- or lack thereof -- will be taken into consideration.

(5) Past performance will not be scored, but the Government's conclusions about overall quality of the offeror's past performance will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered most advantageous to the Government.

(6) By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; the offeror's business-like concern for the interest of the customer; and the offeror's performance on Subcontracting Plans, Socioeconomic Proposals, Mentoring Business Agreements, and JWOD Plans that have been incorporated into contracts. DRMS will also consider an offeror's performance on same or similar contracts in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, and complexities of the services provided.

(d) Evaluation of Price: The offered price will be used in conjunction with the other factors to determine the proposal which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

(e) Evaluation of Socioeconomic and MBA Proposals:

(1) The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposal for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic proposal. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(2) The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby the Small Business (SB), Small Disadvantaged Businesses (SDB) and Women-Owned Small Businesses (WOB) are afforded the opportunity, through the assistance of the prime contractor (large or small firms), to participate in the DLA procurement process. The responses from offerors on the MBA program will be evaluated on a comparative basis among all offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring and teaming with SB, SDB and WOB firms will receive the highest rating for this evaluation factor. This evaluation will assess the offeror's willingness to assist such firms in receiving better market shares under long term contracts. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(3) The offeror receiving award of this solicitation will have their socioeconomic proposal and/or mentoring business agreement incorporated into the resultant contract. The contractor's ability to meet the goals of these plans could impact their past performance on new solicitations they offer on based on c(1)(ii) above.

(f) Evaluation of the Javits-Wagner-O'Day Proposal:

The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror under 82.214-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher

rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. This plan will be monitored by the cognizant Defense Contract Management Command (DCMC) activity as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with an assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.